754

SUPREME COURT OF THE UNITED STATES.

No. 54.

LESSEE OF ROBT. GRIGNON, PETER B. GRIGNON, AND MORGAN L. MARTIN, PLAINTIFF IN ERROR,

vs.

JOHN J. ASTOR, RAMSAY CROOKS, ROBT. STUART, AND LINNS THOMPSON.

IN ERROR TO THE SUPREME COURT OF THE TERRITORY OF WISCONSIN.

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J. & G. S. GIDEON, Printers.

The return to the within writ appears by the schedule hereunto annexed.

LA FAYETTE KELLOGG,
Clerk Supreme Court, Wis. Ter.

Dec. 11, 1841.

Writ of Error.

UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the Judges of the Supreme Court of the Territory of Wisconsin, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said Supreme Court of the Territory of Wisconsin before you, or some of you, being the highest court of law or equity of the said State in which a decision could be had in the said suit between James Jackson, ex. dem. Robert Grignon, Peter B. Grignon, and Morgan L. Martin plaintiff, and John Jacob Astor, Ramsay Crooks, Robert Stuart, and Linns Thompson, defendants, wherein was drawn in question the validity of a treaty or statute of, or an authority exercised under, the United States, and the decision was against their validity; or wherein was drawn in question the validity of a statute of, or an authority exercised under, said State, on the ground of their being repugnant to the Constitution, treaties, or laws of the United States, and the decision was in favor of such their validity; or wherein was drawn in question the construction of a clause of the Constitution, or of a treaty, or statute of, or commission held under, the United States, and the decision was against the title, right, privilege, or exemption, specially set up or claimed under such clause of the said Constitution, treaty, statute, or commission, a manifest error hath happened, to the great damage of the said James Jackson, ex. dem. Robert Grignon, Peter B. Grignon, and Morgan L. Martin, as by his complaint appears. We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the second Monday of January next, in the said Supreme Court to be then and there held, that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right, and according to the laws and custom of the United States, should be done.

Witness, the honorable Roger B. Taney, Chief Justice of the said Supreme Court, this second Monday of January, in the year of our Lord one thousand eight hundred and forty-one.

WM. THOS. CARROLL,
Clerk of the Supreme Court of the United States.

Allowed by CHAS. DUNN,
Chief Justice Supreme Court, Wisconsin Territory.

Citation.

The United States of America to John Jacob Astor, Ramsay Crooks, Robert Stuart, and Linns Thompson, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington on the second Monday of January next, pursuant to a writ of error, filed in the clerk's office of the Supreme Court of the Territory of Wisconsin, wherein James Jackson, ex. dem. Robert Grignon, Peter B. Grignon, and Morgan L. Martin is plaintiff in error, and you are defendant in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the honorable Charles Dunn, Chief Justice of the Supreme Court, in and for the Territory of Wisconsin, this third day of December, in the year of our Lord one thousand eight hundred and forty-one.

CHAS. DUNN,
Chief Justice Supreme Court, Wisconsin Territory.

On this sixth day of December, in the year of our Lord one thousand eight hundred and forty-one, personally appeared Morgan L. Martin before me, the subscriber, clerk of the Supreme Court in and for the Territory of Wisconsin, and makes oath that he delivered a true copy of the within citation to James Duane Doty, attorney in fact of John Jacob Astor, Ramsay Crooks, and Robert Stuart, and of counsel for the within named defendants, John Jacob Astor, Ramsay Crooks, Robert Stuart, and Linns Thompson.

LA FAYETTE KELLOGG,
Clerk Supreme Court of Wisconsin Territory.

Copy of bond for prosecuting writ of error.

Know all men by these presents, that we, Morgan L. Martin, Randall Wilcox, and John Lawe, of Brown county, Wisconsin Territory, are held and firmly bound unto John Jacob Astor, Ramsay Crooks, Robert Stuart, and Linns Thompson, in the full and just sum of two hundred dollars, to be paid to the said John Jacob Astor, Ramsay Crooks, Robert Stuart, and Linns Thompson, their certain attorney, executors, administrators, or assigns: to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents. Sealed with our seals, and dated this seventeenth day of November, in the year of our Lord one thousand eight hundred and forty-one.

Whereas lately at a Supreme Court of the Territory of Wisconsin, in a suit depending in said court between James Jackson, ex. dem. Robert Grignon, Peter B. Grignon, and Morgan L. Martin plaintiff, and John Jacob Astor, Ramsay Crooks, Robert Stuart, and Linns Thompson, defendants, judgment was rendered against the said James Jackson, ex. dem. Robert Grignon, Peter B. Grignon, and Morgan L. Martin, and the said James Jackson, ex. dem. Robert Grignon, Peter B. Grignon, and Morgan L. Martin, having obtained a writ of error, and filed a copy

thereof in the clerk's office of the said court to reverse the judgment in the aforesaid suit, and a citation directed to the said John Jacob Astor, Ramsay Crooks, Robert Stuart, and Linns Thompson, citing and admonishing to be and appear at a Supreme Court of the United States, to be holden at Washington, the second Monday of January next.

Now the condition of the above obligation is such, that if the said James Jackson, ex. dem. Robert Grignon, Peter B. Grignon, and Morgan L. Martin, shall prosecute said writ of error to effect, and answer all damages and costs if he fail to make his plea good, then the above obligation to be void, else to remain in full force and virtue.

Signed, M. L. MARTIN, [L. S.]
RANDALL WILCOX, [L. S.]
JOHN LAWE, [L. S.]

Signed, sealed, and delivered in presence of E. BRIGHAM,
N. E. EASTMAN.

Approved by (Signed) CHAS. DUNN,
Chief Justice Supreme Court, Wisconsin Territory.

TERRITORY OF WISCONSIN, *Supreme Court, ss:*

I, La Fayette Kellogg, clerk of the supreme court of said Territory, do certify that a bond, of which the within is a copy, was filed in my office on the sixth day of December, A. D. 1841.

Witness my hand and the seal of said court, at Madison, this 11th day of December, 1841.

[L. S.] LA FAYETTE KELLOGG, *Clerk.*

The answer of Charles Dunn, Chief Justice of the Supreme Court of Wisconsin Territory, and David Irvin and Andrew G. Miller, associate judges thereof, to the within writ.

Pleas before the Supreme Court of the Territory of Wisconsin, at a term thereof, begun and holden at the capitol, in the town of Madison, the seat of Government of said Territory, on the third Monday, being the nineteenth day of July, Anno Domini one thousand eight hundred and forty-one.

Present: the Hon. Charles Dunn, Chief Justice of the Supreme Court of Wisconsin Territory, and the Hon. David Irvin and the Hon. Andrew G. Miller, associate judges thereof.

LA FAYETTE KELLOGG, *Clerk.*

TERRITORY OF WISCONSIN, *Supreme Court, ss.*

Be it remembered that, heretofore, to wit: on the fourth day of January, Anno Domini one thousand eight hundred and forty, James Jackson, ex. dem. Robert Grignon, Peter B. Grignon, and Morgan L. Martin, plaintiff, by his attorney, Morgan L. Martin, Esquire, filed, in the office of the clerk of said court, his precipe for a writ of error, in the words and figures following, to wit:

TERRITORY OF WISCONSIN, *Supreme Court.*

The clerk of said court will please issue a writ of error to the judge of the district court for the county of Brown, in said Territory, returnable to the next term of the said Supreme Court, commanding him to certify the record and proceedings in a certain cause lately tried and

judgment thereon rendered in said court, in which James Jackson, on the demise of Robert Grignon, Peter B. Grignon, and Morgan L. Martin, was plaintiff, and John Jacob Astor, Ramsey Crooks, Robert Stuart, and Linns Thompson were defendants, in an action of trespass and ejectment.

JAMES JACKSON, ex. dem.
ROBERT GRIGNON,
PETER B. GRIGNON, and
M. L. MARTIN, *Pl'ff in Error.*
by MORGAN L. MARTIN, *Att'y.*

And thereupon a writ of error issued out of the office of the clerk of said Supreme Court, in the words and figures following, to wit:

TERRITORY OF WISCONSIN, *Supreme Court, ss.*

The United States of America to the honorable Andrew G. Miller, judge of the district court of the United States for the county of Brown, in said Territory, greeting:

Because, in the record and proceedings, and also in the giving of judgment, in a plaint which was made in our said district court of the United States for the said county of Brown before you, between James Jackson, on the demise of Robert Grignon, Peter B. Grignon, and Morgan L. Martin, plaintiff, and John Jacob Astor, Ramsey Crooks, Robert Stuart, and Linns Thompson, defendants, of a plea of trespass and ejectment, manifest error hath intervened to the great damage of the plaintiff, as by his complaint we are informed. We being willing that the error, if any there be, should, in due manner, be corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, that, if judgment be thereupon given, then you send to our justices of our Supreme Court, of the Territory of Wisconsin, distinctly and openly under your seal, the record and proceedings of the plaint aforesaid, with all things concerning the same and this writ, so that they may have the same at the next term of our said Supreme Court, to be held at Madison, in the Territory aforesaid, on the first Monday of July next, that the record and proceedings aforesaid being inspected, we may cause to be done thereupon for correcting that error what of right and according to law ought to be done.

Witness the honorable Charles Dunn, Chief Justice of the Supreme
[L. S.] Court of the Territory of Wisconsin, this 4th day of January, A. D. 1840.

Attest: SIMEON MILLS, *Clerk.*

On the back of which said writ of error is an endorsement by the Hon. Charles Dunn, Chief Justice of the Supreme Court aforesaid, in the words and figures following, to wit:

TERRITORY OF WISCONSIN, *ss.*

Upon inspection of a copy of the record in the cause entitled within, it is ordered that this writ upon service operate as a supersedeas against the defendants in error.

Given under my hand at Chambers, this 7th January, 1840.

CHAS. DUNN,
Chief Justice Supreme Court, Wis. Ter.

And afterwards, to wit: at the July term of said Supreme Court, on the first day of the term, being the twentieth day of July, Anno Domini one thousand eight hundred and forty, the judge of the district court of the county of Brown, made his return to the aforesaid writ of error in the words and figures following, to wit:

The answer of Andrew G. Miller, the judge named in the within writ:

Pleas before the honorable Andrew G. Miller, judge of the district court for the county of Brown, in said Territory, begun and holden at Depere, in and for said county, on the second Monday of October, A. D. 1839, which was on the fourteenth day of said month.

CHARLES TULLAR, *Sheriff.*
GARDNER CHILDS, *Clerk.*

TERRITORY OF WISCONSIN,
Brown County District Court, ss.

Be it remembered, that, at the May term of the district court of the said county of Brown, begun and held at the court-house in Depere, in said county, on the fourth Monday of May, 1839, being on the twenty-third day of the said month, before the honorable Andrew G. Miller, judge of the third judicial district of the said Territory of Wisconsin, personally came James Jackson, ex. dem. Robert Grignon, Peter B. Grignon, and Morgan L. Martin, plaintiff, by Morgan L. Martin, their attorney, and brought into the said district court, before the aforesaid judge thereof, then there his certain bill against John Jacob Astor, Ramsey Crooks, and Robert Stuart, with notice to Linns Thompson, being in custody, &c., of a plea of trespass and ejectment, and there are pledges for the execution thereof, John Doe and Richard Roe, which said bill follows in these words, that is to say:

TERRITORY OF WISCONSIN, *County of Brown, ss.* } In the District Court for the county of Brown, of the May term, A. D. 1839.

James Jackson complains of John Stiles & Co. For that, whereas Robert Grignon, Peter B. Grignon, and Morgan L. Martin, on the first day of January, one thousand eight hundred and thirty-seven, in the county of Brown aforesaid, had demised to the said James Jackson five messuages, five dwelling-houses, five barns, five stables, and five out-houses, and fifty acres of meadow land, fifty acres of arable land, fifty acres of pasture land, fifty acres of wood land, fifty acres of land covered with water, and fifty acres of other land, with the appurtenances, being and situate in the county of Brown aforesaid, to have and to hold the same unto the said James Jackson, his heirs and assigns, from the said first day of January, in the year aforesaid, for and during, and until the full end and term of twenty years thence next ensuing, and fully to be complete and ended. By virtue of which said demise, the said James Jackson entered into the said tenements with the appurtenances, and became and was thereof possessed for the said term to him thereof

granted as aforesaid; and the said James Jackson being so thereof possessed, the said John Stiles afterwards, to wit: on the first day of February, in the year aforesaid, with force and arms, entered into the said tenements, with the appurtenances, in which the said James Jackson was so interested in manner and for the term aforesaid, which has not yet expired, and ejected and expelled the said James Jackson from and out of his said farm and tenements with the appurtenances aforesaid; and also for that, whereas Augustin Grignon, Louis Grignon, Charles Grignon, Amable Grignon, Paulette Grignon, Dominique Brunette, and Dometile Brunette, his wife, on the said first day of January, in the year of our Lord one thousand eight hundred and thirty-seven aforesaid, in the said county of Brown, demised, to the said James Jackson other fifty messuages, fifty dwelling-houses, fifty barns, fifty stables, and fifty out-houses, other fifty acres of meadow land, other fifty acres of arable land, other fifty acres of pasture land, other fifty acres of wood land, and other fifty acres of land covered with water, with the appurtenances, situate and being in the county of Brown aforesaid, to have and to hold unto the said James Jackson, his heirs and assigns, from the said first day of January, in the year aforesaid, for and during, and until the full end and term of twenty years thence next ensuing, and fully to be complete and ended. By virtue of which said last mentioned demise, the said James Jackson entered into the said tenements, with the appurtenances, and became and was thereof possessed, for the said term so to him thereof granted as aforesaid; and the said James Jackson being so thereof possessed, the said John Stiles afterwards, to wit: on the first day of February, in the year aforesaid, with force and arms, &c. entered into the said tenements, with the appurtenances, in which the said James Jackson was so entrusted in the manner and from the term last aforesaid, which has not yet expired, and ejected and expelled the said James Jackson from and out of his said last mentioned farm and tenements, with the appurtenances, and other wrongs to the said James Jackson, did, against the peace of the people, and to the damage of the said James Jackson of one thousand dollars; and, therefore, he brings suit, &c.

Pledges, &c.

JAMES JACKSON, *ex. dem.*
ROBERT GRIGNON and others,
by M. L. MARTIN, *Attorney.*

Mr. LINNS THOMPSON: I am informed that you are in possession of a claim title to the premises in this declaration mentioned, or some part thereof, and being sued as casual ejector, and having no claim or title to the same, do advise you to appear at the next term of the district court to be holden in and for said county of Brown, in the town of Depere, in said county, on the fourth Monday of May, A. D. 1839, by some attorney of said court, and then and there, by a rule of said court, cause yourself to be made defendant in my stead, otherwise I shall suffer judgment by default to be entered against me, and you will be turned out of possession.

Your friend, JOHN STILES.

On the back of said declaration was endorsed as follows, to wit:

JAMES JACKSON, ex. dem.
ROBERT GRIGNON, & others,
vs.
JOHN STILES.
} Brown county, *ss.*

Charles Tuller, sheriff, being duly sworn, deposeth and saith, that he did, on the 17th day of January, A. D. 1839, personally serve L. Thompson, tenant, in possession of the premises in the foregoing declaration mentioned, or of some part thereof, with a true copy of said declaration and notice thereunder written, and the deponent at the same time explained to him the intent and meaning of said declaration and notice.

CHARLES TULLER, *Sheriff.*

Subscribed and sworn to this 27th day of May, 1839, before me.

G. CHILDS, *Clerk.*

And on the back of said declaration was also endorsed: Oct. 17th, 1839. Plaintiff allowed to withdraw the second count in this declaration.

(Signed) BY THE COURT.

And now, on this 5th day of June, 1839, the following agreement was had between the parties hereto, to wit:

BROWN DISTRICT COURT:

JAMES JACKSON, on the demise of
Peter B. Grignon & others,
vs.
JOHN STILES.
} In ejectment of the term of May, 1839.

It is ordered that John Jacob Astor, Ramsey Crooks, and Robert Stuart, landlords of Linns Thompson, the tenant in possession of the premises in question in this cause, shall be joined, and be made defendants with the said tenant, if he shall appear: And the said Astor, Crooks, and Stuart, desiring, if the tenant shall not appear by himself, and consenting that, in such case, they will enter into the common rule, to confess lease, entry, and ouster, in such manner as the said tenant ought in case he had appeared, leave is given to the said Astor, Crooks, and Stuart, pursuant to the statute, &c. if the said tenant shall not appear, to appear by themselves, and, upon entering into such common rule, to become defendants in the stead of the casual ejector, and to defend their title to the said premises without the said tenant. The plaintiff, nevertheless, is at liberty to sign judgment against the casual ejector; but execution thereon is stayed until the court shall further order.

J. D. DOTY, *Attorney for Astor et al.*
M. L. MARTIN, *Attorney for plaintiff.*

The endorsement on the back of said agreement is in words following, to wit:

The within named persons are allowed to appear and plead in each of these suits as defendants, on the condition set forth within, and according to the rule, &c.

June 5, 1839. BY THE COURT.

And now, on this 17th day of June, 1839, until which day the said John Jacob Astor, Ramsey Crooks, and Robert Stuart, and Linns Thompson, had leave to impart to the said bill, and thereto answer the same, cause the within named defendants, by their attorney Barlow Shackelford, before the clerk of the said district court, in his office, at Depere, and filed with the said clerk the said plea, in words and figures following, to wit:

JAMES JACKSON, ex. dem.
ROBERT GRIGNON & others,
vs.
JOHN JACOB ASTOR,
RAMSEY CROOKS & ROBERT STUART.

And the said John Jacob Astor, Ramsey Crooks, Robert Stuart, and Linns Thompson, come and confess the lease, entry, and ouster in the plaintiff's declaration mentioned, and admit themselves in possession of the premises in the said declaration mentioned, and for plea say that they are not guilty of the trespass and ejectment in said declaration alleged against them, and of this they put themselves on the county.

By B. SHACKELFORD, *their attorney.*

And the said plaintiff doth the like.

M. L. MARTIN, *for plaintiff.*

And now, on this 17th day of October, 1839, comes the said plaintiff, by his attorney, M. L. Martin, into the said district court, and files in open court, a description of the premises in possession of the tenant, in words and figures following, to wit:

IN THE DISTRICT COURT, *Brown county, ss:*

JAMES JACKSON, ex. dem. R. GRIGNON, et. al.
vs.
LINNS THOMPSON, tenant, & J. J. ASTOR, et al.
} In ejectment, October term, 1839.

The plaintiff claims title in this suit to lots of land described on the town plat of Astor, in Green Bay, in said county, as lots *one* and *two*, in block *four*, and lots *sixteen* and *fifteen*, in block *eight*; reference, if necessary, being had for greater certainty to the recorded plat of said town of Astor, said lots being part and parcel of private claim number three, on the east side of Fox river, confirmed by patent of the United States to Pierre Grignon and his heirs.

M. L. MARTIN, *for plaintiff.*

And now, October 17th, 1839, John Jacob Astor, Ramsey Crooks, and Robert Stuart, having consented to be substituted as defendants in this case, and, with Linns Thompson, having pleaded thereto according to law and the rule taken in this case, and the plaintiff having withdrawn the second count in the declaration, the cause being at issue between James Jackson, on the demise of Robert Grignon, Peter B. Grignon, and Morgan L. Martin, plaintiff, and John Jacob Astor, Ramsey

Crooks, Robert Stuart, and Linns Thomson, defendants, a jury was called, when there came, to wit: Asaph D. Soper, Orville J. Soper, Isaac Brown, Renselaer Marshall, Francis McCarty, Reuben Field, Lewis R. Meeks, John Dean, Darius Wellington, Hugh R. Cummings, Evander M. Soper, eleven of the regular panel, and William C. Isbel, taken from the by-standers—twelve free, honest, and lawful men of the county—who were duly sworn to try the issue joined between the parties above named, and, after progressing in the trial, court adjourned until to-morrow morning, at 9 o'clock.

October 18th, 1839.—Court met pursuant to adjournment, and progressed with the trial until noon, when court adjourned for one hour. Court met pursuant to adjournment, and progressed in the trial until evening; court adjourned until to-morrow morning, at 9 o'clock.

October 19th, 1839.—Court met pursuant to adjournment, and concluded the trial; and the jury having been charged by the court, and taken time to consider of their verdict, find for the defendants. Whereupon the court rendered a judgment for the defendants.

Bill of Exceptions.

WISCONSIN TERRITORY,
U. S. District Court of Brown county.

JAMES JACKSON, on the demise of ROBERT GRIGNON, PETER B. GRIGNON, & MORGAN L. MARTIN,
vs.
JOHN J. ASTOR, RAMSEY CROOKS, ROBERT STUART, AND LINNS THOMPSON.

This was an action of ejectment commenced at the May term of said court, A. D. 1839, brought to recover certain lands in the possession of Linns Thompson, the tenant in possession, at Green Bay, in the county of Brown and Territory of Wisconsin. The defendants, Astor, Crooks, and Stuart, appeared and entered into consent rule, and united with the defendants, Thompson, in the defence, and plead the general issue to the declaration. The trial in the said cause came on before the Hon. Andrew G. Miller, judge of the said court, at the October term of said court of Brown county, on the 17th day of October, A. D. 1839, and a jury was duly empannelled to try said cause.

Augustin Grignon was sworn on the part of the lessors of the plaintiff, and testified that he was acquainted with Pierre Grignon, deceased, who was his elder brother; that he was an eighth Indian, and the balance French—his mother being quarter Indian; that he was married in the year 1802; Robert, one of the lessors of the plaintiff, is his eldest son, and was born in the year 1803; Peter B., another of the lessors of plaintiff, was his son, and born, he thinks, in the year 1805 or 1806; Pierre Grignon, deceased, and his wife, lived together as man and wife when they had these children; Pierre was an Indian trader, and had

farms at Green Bay; he kept house, and had his family together; they lived together as man and wife; he had these two children by his said wife; he called her his wife, and she was known and considered as his wife, and had the charge of his house as his wife; they slept and lived together as husband and wife for at least nine years; she visited among his relations as his wife, and was received and treated as such by them; he brought up and educated his said children; he instructed them himself a part of the time, and sent his youngest to school; he had charge of them until he died; the mother died after the war; Peter died before his wife; he always supported her; he died in 1822 or 1823. Witness has heard him speak of his said children as his heirs who would inherit his property.

On cross examination the witness stated that Pierre Grignon told him if there was any estate left, after paying his debts, his sons would inherit it. Says he does not recollect the exact time he told him, but he always said so in conversation. He said his intention was to have his children educated; at the time this woman lived with him he had no other wife, but after they separated then he had another; the name of the said children's mother was Pa-mon-e-cote; she was a Menominee Indian; I was present in the country when he took his wife above named; I was not present at the ceremony of their marriage, but was in the country; and she continued to live with him, and was considered his wife, and her father and mother called Pierre their son-in-law; in the year 1802 there were no laws in force in this country; the marriages that took place at that time were according to the Indian laws and customs; there was no priests nor magistrates in the country; the Indians had their villages here, and planted their corn here, and in the fall went into the country to hunt, after harvesting their corn, and returned in the spring of the year. Witness said he had no knowledge of the settlement here being then known, and called "the white settlement at Green Bay," but that he supposed at that time the land belonged to the Indians; if any person came here, and wanted land to cultivate, he applied to the Indian chiefs for leave to do so.

In answer to a question by defendants, "what was the marriage ceremony at this place in 1802, and by whom was it performed?" witness answered, that there were some white people here then, and when a white man took a white woman to wife they were married before witnesses; when a white person took a squaw to wife they were married according to the Indian custom, which is: the man went and spoke to her, if she consented, she either told him to apply to her parents for consent, or she did so herself. In case consent was given by the parents, presents were made by the son-in-law to the parents, and then they would give him the girl, and bring her to his house, and leave her there, and he would afterwards assist in supporting the parents.

Paul Grignon was sworn as a witness on the part of the lessors of the plaintiff, and says he was a brother of Pierre Grignon, deceased, the father of Robert and Peter B. Grignon, lessors of plaintiff, and lived with Pierre Grignon from the time of his (witness's) birth, to the time

of said Pierre's death. The said Pierre had a wife, and the said Robert and Peter B. are children he had by her. He thinks Robert was born in the year 1803; does not recollect when Peter B. was born, but thinks there was three years between them; he reared and educated them as his legitimate children, and they continued living with him until his death; Pierre's wife was looked upon by Pierre's brothers as their sister-in-law, and by our mother as her daughter-in-law; Pierre and his wife lived together as husband and wife when these children were born; her name, before marriage, was Pa-mon-e-cote; they were married in 1802, when she took charge of his house, and done his work as his wife, and was waited upon as his wife; when they were married, her parents came with her to Pierre's house, and he said at that time that he took her for his wife, and she consented to be his wife; that was the way Indians married in this country at that time; Pierre had the following brothers and sisters, to wit: Charles, Paul, Baptiste, Aimable, Louis, and Augustine, brothers, and Dometile and Margaret, sisters; Dometile married Dominique Brunette; Margaret died, without issue, 17 years ago; Baptiste died 6 or 7 years ago; a marriage at that time was, that the man gave her some presents as a reward, and then he took her, with her consent; Pierre was not married to any other woman before this; she had been previously married, but was separated from her first husband, and married Pierre Grignon. Witness states that he does not know how long these parties had agreed to live together, but it was the custom of persons then, when they were married, to live together as long as they could agree.

Laurent Fortier sworn on the part of lessors of plaintiff, stated he knew Pierre Grignon, deceased, and he was married after the Indian fashion; he and his wife lived together as man and wife, and had issue—Robert and Peter B. Grignon, two of the lessors of plaintiff; Robert was born in the year 1803.

The lessors of the plaintiff then gave in evidence a patent from the United States of America to Pierre Grignon and his heirs, dated the 21st day of December, in the year 1829, for lot number three, on the east side of Fox River, at Green Bay; a copy of which patent is hereunto annexed, marked "A."

The lessors of plaintiff then gave in evidence a quit claim deed from Robert Grignon and Peter B. Grignon, two of the lessors of plaintiff, to Morgan L. Martin, the other lessor of plaintiff, for one undivided third part of the said lot described in the said patent, dated on the 15th day of November, A. D. 1834, duly acknowledged on the day of its date, said deed was executed in the presence of two subscribing witnesses, and recorded on the 13th day of December, A. D. 1834, in the register's office of Brown county, in book "C," pages 70 and 71. The reading of the said patent and the said deed was objected to by defendants—objection overruled—and the said patent and deed were read in evidence.

The lessors of the plaintiff then offered in evidence the record of a quit claim deed from Augustin Grignon, Louis Grignon, Charles Grignon, Amable Grignon, Paul Grignon, and Dometile Brunette, to the lessors

of the plaintiff, dated the 17th day of June, A. D. 1836, for said lot number three described in the said patent, executed in the presence of more than two witnesses, duly acknowledged and recorded in the register's office of Brown county, in book "K," page 274, on the — day of —, A. D. —; which was objected to by defendants on the ground that no title had been shown in the grantors. Objection overruled by the court, and deed read in evidence.

John P. Arndt was then sworn as a witness on the part of the lessors of plaintiff, and testified that he was acquainted with the lines of the lot numbered *three*, described in the foregoing patent and deeds, and that Linns Thompson, one of the defendants, lives on and occupies lots number 15 and 16, in block 8, and lot one, in block 4, as designated on the plat of the town of Astor, and that said Thompson has been in possession of the same for more than two years last past, and was in possession on the 17th day of January, 1839, at the time of the service of the declaration in this suit; that the said lots so in the possession of the said Thompson, as aforesaid, were part and parcel of great lot numbered *three*, described in said patent; and that the lots in possession of said Thompson, as aforesaid, are worth one thousand dollars and upwards.

The plaintiff here rested.

The defendants then called Charles C. P. Arndt as a witness, who testified that he was the judge of probate for the county of Brown, and produced the record of letters of administration granted by John Lawe, judge of probate of said county, to Paul Grignon, on the 21st day of June, A. D. 1824, on the estate of Pierre Grignon, deceased; and also the record of the bond given by the administrator, filed and approved by the said judge of probate on the 21st day of June, 1824, which were read in evidence.

The defendants then offered to read in evidence the following extract or order from a book purporting to be the book of the minutes of the proceedings of the county court for the county of Brown, which book, Gardner Childs, the clerk of this court, testified that he had received as the record of said county court, viz:

"At a session of the county court for the county of Brown, begun and held at the township of Green Bay, in the school house, on Tuesday, the tenth day of January, one thousand eight hundred and twenty-six.

"Present: the Hon. James Porlier, chief justice, and John Lawe, Esq., associate justice. The court was opened by George Johnston, sheriff.

"The petition of Paul Grignon, administrator on the estate of Pierre Grignon, late of the county of Brown, (deceased,) was filed by his attorney, H. S. Baird, praying for an order from the court to authorize him to dispose of the real estate of said Pierre."

"In consideration of the facts alleged in said petition, and for divers other good and sufficient reasons, it is ordered that he be empowered as aforesaid."

"Minutes read, corrected, and signed by order of the court.

"ROBERT IRWIN, JR., *Clerk*."

The reading of which said extract or order in evidence was objected to by the lessors of plaintiff on the ground that it does not appear that there was any petition presented to the court, nor any certificate of the judge of probate certifying as to the value of the property and the necessity of the sale; nor is there any thing to show the reasons by which the court could be invested with power to order the sale of the real estate of the intestate according to the statute; and that no notice was given to the parties concerned to show cause according to the requisites of the statute; nor does the order specify what lands of the intestate were to be sold; which objections were overruled by the court, and the said extract or order was read in evidence. To which decision the lessors of the plaintiff excepted.

The defendants then offered in evidence a bond and oath of said administrator to make sale of the real estate of the intestate according to the statute, dated and filed in the probate office the 20th of April, 1826, which were objected to by the lessors of the plaintiff. The objection overruled by the court, who decided that the same might be read in evidence. To which decision the lessors of the plaintiff excepted.

The defendants then introduced Henry S. Baird as a witness, who, being sworn, says, he thinks the notice of sale by the administrator was written and printed. The printed notice is in court, contained in a newspaper called the "Michigan Herald," printed at Detroit, in seven weekly numbers, commencing on the 16th of March, 1826, and ending on the 26th of April, in the same year. Defendants offered to read the notice from the papers, and to prove by parol that notice of sale was also given in writing, all which evidence was objected to by lessors of plaintiff; which objection was overruled by the court, and the testimony admitted. To which decision the lessors of the plaintiff excepted.

The witness then testified: I cannot state that I put up any notices of sale, but that I drew the notices, I am positive. I think, I am positive, I drew five copies of the notice which has been read from the newspaper. I cannot say that they were put up in the township at at this distance of time—13 years. I cannot recollect. There was, at that time, but one township in this county of Brown, and two counties in what is now the Territory of Wisconsin.

John P. Arndt was called again by the defendants, and testified that he saw a notice of sale of lands of Pierre Grignon posted up in the township, and thinks it was at his house in Green Bay, in the fore part of the season of 1826.

The foregoing testimony of the witnesses, Baird and Arndt, was objected to by lessors of the plaintiff at the time the same was offered. The objection was overruled by the court, and testimony admitted. To which decision the lessors of the plaintiff excepted.

The defendants then offered in evidence a deed from Paul Grignon, as administrator on the estate of Pierre Grignon, deceased, to Augustin Grignon, dated the 13th day of June, A. D. 1826, and recorded on the 5th February, 1828, in the register's office of Brown county, in book B, page 34, for land, covering the land in dispute, which was objected to by the lessors of the plaintiff on the following ground, viz:

1. No title appeared to be in Pierre Grignon, at the time of his death, or at the date of the deed, to the lands in question.

2. There was no certificate of the judge of probate, as required by the statute, to the county court of the necessity of the sale of said lands for the payment of debts, and the order for sale, by the county court, was void.

3. There is no evidence on record that the property was sold, or ordered to be sold, for the payment of the debts of the intestate.

4. The sale was not advertised according to law, nor is there any record that the county court made any order how the estate should be advertised.

5. No order was made by the county court to show cause why the sale should not be made before granting the order.

The defendants, also, in connection with said deed, offered in evidence a license issued by the clerk of the county court, under the seal of said court, directed to Paul Grignon, administrator of Pierre Grignon, deceased, for the sale of said lands, a copy of which license is hereunto annexed, marked "B," which was also objected to on the ground that it could have no greater effect than the order upon which it purported to be founded.

To which said objections to the giving the said deed and the said license in evidence, the court made the following decision, viz:

By the Court.—The patent sets out that the lands in dispute were confirmed to Pierre Grignon, by act of Congress, on the 21st February, 1823, and the proof is that he died on the fourth day of March, of the same year. It is under this confirmation and deed that the plaintiffs claim. We think that the act of Congress confirmed such an estate in Pierre Grignon as would become subject to a sale for the payment of his debts. The confirmation was predicated on his possession and improvements; and the act of the Michigan Legislature authorizes the sale of houses, lands, or tenements, for the payment of debts; and under the act of Congress of 1836, the patent issued after the death of the intestate inured to the benefit of the purchaser at the administrator's sale, if legally made.

As it respects the records of the county court, the court would set aside the sale on appeal, if all the pre-requisites and conditions precedent to the order of sale had not been strictly complied with by the administrator and the county court before granting the license; but the record, in connexion with the license, exhibit and prove that the court had jurisdiction of the subject matter, to wit: *the granting of a license to an administrator to sell lands for the payment of debts.* This court will presume that all the necessary pre-requisites and evidence had been before the court for granting the order and license, and will not inquire into it now in this collateral issue.

The jurisdiction of the court having been made out, their proceedings and decrees are voidable on appeal, and are not void, and cannot be declared so, in a collateral issue. If the certificate of the judge of probate were necessary to give the court jurisdiction, the proceedings would be

void; but it is only made a part of the evidence to be produced by the administrator to satisfy the court, which we presume had been before them. We also presume that the required citation had been served, as well as all other things which were required to be done previous to the order of sale.

On the subject of the advertisement of the sale, this being a matter in *pais*, we have more difficulty. This is to be done by the administrator on his own responsibility, and the county court has no control over it, the administrator should be held strictly in the line of his duty. For the present, we decide that there has been a substantial compliance with the different acts on the subject.

The deed and license are admitted. To which decision of the court, the lessors of the plaintiff excepted.

The deed and license were then read.

The defendants then offered in evidence a deed from Augustin Grignon to John Jacob Astor, Ramsey Crooks, and Robert Stuart, covering the premises in question, dated Nov. 5th, 1834, and recorded on the 4th of June, 1835, in book C, page 116, in the register's office of Brown county, which was objected to by lessors of plaintiff, and admitted by the court.

The defendants then offered a deed from J. J. Astor, Ramsey Crooks, and Robert Stuart, to Linns Thompson, dated January 8th, 1836, recorded 9th February, 1836, in book "E," page 136, for the lands in dispute in possession of said Thompson, which was objected to by lessors of plaintiff, and admitted by the court.

The defendants further gave in evidence a deed from Linns Thompson and wife, to John Lessey, for lot two, in block four, in Astor town, dated 6th January, 1838.

The court here intimated to the defendant's counsel, that, from the present state of the case, the title was vested in the defendants by the administrator's sale, and that it would be unnecessary to go into evidence to rebut the evidence given by the plaintiff on the subject of the legitimacy of the two plaintiffs.

No further evidence was given by either party.

The counsel for the lessors of plaintiff thereupon requested the court to give the jury the following instructions, viz:

Instruction 1*st.*—If the jury believe from the evidence that the lessors of the plaintiff are the heirs at law of Pierre Grignon, or have shown a regular conveyance from the heirs at law to themselves of the premises in question, before the commencement of this suit; that then the defendants can claim no title under the sale of the premises in question, made by Paul Grignon, as administrator of the estate of Pierre Grignon, by virtue of the order made by the county court of Brown county, made on the 10th day of January, 1826; unless the jury are satisfied that the representation made by the said administrator to the said court to obtain the order for license of the said court for the sale of the said premises was accompanied by a certificate of the judge of probate of the county where the said deceased person's estate was inventoried, certifying the

value of the real estate, and the value of the personal estate of the said deceased person, and the amount of his just debts, and also his opinion whether it be necessary that the whole or a part of the estate should be sold, and, if a part only, what part, as directed by the third section of an act entitled "An act directing the settlement of the estates of persons deceased, and for the conveyance of real estate in certain cases," as adopted by the governor and judges of the Territory of Michigan, on the 27th day of July, 1818.

Instruction 2d.—That the said order or license of the said county court, for the said sale, unless the said court had been furnished with the said certificate of the said judge of probate, is null and void as against the heirs at law of Pierre Grignon, who have not acquiesced in the said sale made by the administrator, under and by virtue of the said order.

To the two preceding instructions the court decided and directed the jury as follows, to wit:

"The two preceding instructions are answered, as the county court had jurisdiction of this subject we are bound to infer that these things were shown to said court."

Instruction 3d.—That the said county court had no power or jurisdiction to make the said order for sale, without the said certificate of the said judge of probate.

To which said instruction the said court decided and directed the jury as follows, viz:

"The court answer that the certificate of the judge of probate was not necessary to give the court jurisdiction. It was required as evidence."

Instruction 4th.—It must appear affirmatively to the jury that the said county court at the time of the making the said order for sale of the said premises, had before them the said certificate of the said judge of probate at the time of making the said order, or granting the said license for the sale of the premises in question, or the said order for sale is void as against the heirs at law of Pierre Grignon, deceased, who had not acquiesced in the sale, and those claiming under them.

To which said instruction the court decided and directed the jury as follows, viz:

"This is answered. The judgment of the county court having jurisdiction is conclusive upon this point."

Instruction 5th.—Unless it appears affirmatively to the jury that the said county court, previous to their passing on said representation for the sale of said premises, ordered due notice to be given to all parties concerned, or their guardians, who did not signify their assent to such sale, to show cause, at such time and place as the court appoint, why such license should not be granted agreeably to the provisions of the said third section of said act in the first instruction referred to; that then the said order or license for sale was void as against the heirs of Pierre Grignon, who have not acquiesced in such sale, and the defendants can acquire no title by virtue of the sale made by the administrator, under the said order, as against the heirs at law of the said Pierre Grignon, deceased.

To which said instruction the court decided and directed the jury as follows, to wit:

"This is answered. We state that the county court having jurisdiction on the subject, their judgment is conclusive."

Instruction 6th.—Unless the jury believe from the evidence that the said administrator, before the sale of the said premises, gave thirty days' public notice, by posting up notifications of such sale, in the township where the lands lie, as well as where the said deceased last dwelt, and in the two next adjoining townships, or caused the printing of such notifications for three weeks successively in such gazette or newspaper as the court who authorized the sale ordered and directed, the said sale was void as against the heirs of the deceased, and those claiming under them.

To which said instruction the court decided and directed the jury as follows, to wit:

"This is a fact for the jury, and you must find that the advertisement given substantially complied with the law, or the sale is void."

Instruction 7th.—That the publishing of said notice of sale in a newspaper, without the order or direction of the court who authorized the sale, was a nullity.

To which said instruction the court decided and directed the jury as follows, to wit:

"This is answered in the affirmative."

Instruction 8th.—That it must appear affirmatively that the administrator, before making sale of the said premises, did literally and strictly comply with the provisions of the said statute in relation to the posting up or publishing the said notice of sale, or the said sale was void as against the heirs of Pierre Grignon, who have not acquiesced in the same.

To which said instruction the court decided and directed the jury as follows, viz:

"A substantial compliance with the requisites of the law on this subject is sufficient."

Instruction 9th.—If the jury believe from the evidence that Peter B. Grignon, one of the lessors of plaintiff, is one of the heirs at law of the deceased, and was a minor at the time of the making of the said order for sale, and at the time of the said sale, a guardian should have been appointed to represent him, according to law; and if no such guardian was appointed the said sale was void as to him and those claiming under him.

To which said instruction the court decided and directed the jury as follows, to wit:

"It was necessary and proper that, if a minor, he should be notified by guardian, but in this issue the presumption is, that he was. This is a fact that he might controvert on appeal."

Instruction 10th.—Unless the defendants in this case have proven affirmatively to the jury that the administrator of the said deceased strictly complied with all the provisions of the said statute, in obtaining the order for sale, and in making the said sale, that the defendants in this suit can acquire no title to the premises in question under said sale, as against the lessors of the plaintiff, if the jury believe from the evi-

dence that the lessors of the plaintiff are the heirs at law of the said Pierre Grignon, deceased, or derived title from the heirs at law.

To which said instruction the court decided and directed the jury as follows, to wit:

"Answer.—That the court charge the jury that they are bound to consider, in this collateral issue, that the judgment or order of the county court of Brown county, ordering the sale, was made upon sufficient and proper evidence, and that they had every thing requisite before them to authorize them to make the order for the sale, and that the judgment of that court is conclusive until reversed."

To all which foregoing decisions and answers, given by the said court to each and every of the said instructions, and for refusing to give the said instructions, respectively, as the same were asked, and to the said charge to the jury, and every part thereof, the said lessors of the said plaintiff except, and tender this bill of exceptions to the court for its signature, and bill sealed.

ANDREW G. MILLER, *Judge, &c.* [L. S.]

October 21, 1839.

A.

The United States of America, to all to whom these presents shall come, greeting:

Know ye, that there has been deposited in the General Land Office a certificate, numbered one hundred and one, of the register of the land office at Detroit, in the Territory of Michigan, whereby it appears that, by the third section of the act of Congress, approved on the twenty-first day of February, one thousand eight hundred and twenty-three, entitled "An act to revive and continue in force certain acts for the adjustment of land claims in the Territory of Michigan," Pierre Grignon was confirmed in his claim to the tract of land containing two hundred and thirty acres, bounded southeastwardly by the public lands, northeastwardly by the lot number two and the public lands, northwestwardly by Fox river, and southwestwardly by lot number four, and being designated on the connected plat of the private claims at Green Bay, as lot number three, on the east side of Fox river.

There is therefore granted by the United States unto the said Pierre Grignon, and his heirs, the tract of land above described.

To have and to hold the said tract, with the appurtenances, unto the said Pierre Grignon, and to his heirs and assigns, forever.

In testimony whereof, I, Andrew Jackson, President of the United States, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand, at the city of Washington, the twenty-first day of December, in the year of our Lord one thousand eight hun-
[L. S.] dred and twenty nine, and of the Independence of the United States the fifty-fourth.

(Signed) ANDREW JACKSON.

By the President: (Signed) GEO. GRAHAM,
Commissioner of the General Land Office.

Recorded vol. 4, page 147 & 148. (Exd.)

B.

Copy.

TERRITORY OF MICHIGAN, *Brown county, ss.*

THE UNITED STATES OF AMERICA, to Paul Grignon, administrator of Pierre Grignon, deceased.

Be it known, to all whom it may concern, that at a term of the county court of the county of Brown, continued and held at the township of Green Bay, in said county, on Tuesday, the tenth day of January, in the year of our Lord one thousand eight hundred and twenty-six, before the Hon. James Porlier, chief justice, and John Lawe, Esq., associate justice, Paul Grignon, administrator of all and singular the goods and chattels, rights and credits, lands and tenements of Pierre Grignon, deceased, late of the county of Brown aforesaid, represents to this court, then and there in session, that the said Pierre died intestate, at Green Bay, in said county of Brown, on the fourth day of March, A. D. 1823; that at the time of his death, the said Pierre was seized in his demesne as of fee in and to the following tracts or lots of land, situated at Green Bay aforesaid, to wit:

Lot number *three*, on the east side of Fox river, bounded north by land claimed by the estate of Dometile Longevin, south by Augustin Grignon, and four-and-a-half arpents in front, and eighty arpents rear.

Also, lot number *five*, on the same side of said river, bounded north by Augustin Grignon's claim, and south by land claimed and occupied by John Lawe, Esquire, being four acres and sixteen feet wide, and extending back eighty acres.

Also, lot number *three*, in dispute between said deceased and George Johnston, on the west side of said Fox river, lately occupied by said George Johnston, bounded north by Louis Grignon, and south by land of said deceased, being eight chains and sixty-two links wide, and eighty arpents deep.

Also, lot number four, on the same side of said river, bounded north by the last mentioned claim, and south by land claimed by John Lawe, Esquire, being eight chains and fifty links wide, and extending back eighty arpents.

And that it has been ascertained by the petitioner that the goods and chattels belonging to the estate of the said deceased are insufficient to pay all the just debts which he owed at the time of his death, but that the estate will be insolvent; and therefore prays that leave may be granted him to dispose of the tracts and lots of land aforesaid.

Now, therefore, for the causes aforesaid, and for divers other good and sufficient reasons, the court thereunto moving, they do hereby authorize and empower you the said administrator, to dispose of all the right, title, and interest of the deceased in and to the above described tracts and lots of land in such manner as will best serve the interest of all concerned in said estate, requiring of you a due observance of the statute in such case made and provided.

Witness James Porlier, chief justice of the county court of the county of Brown, at the township of Green Bay, on the 28th of March, A. D. 1826.

ROBERT IRWIN, Jr., *Clerk B. C.*

TERRITORY OF WISCONSIN, *County of Brown, ss.*

I, John Last, clerk of the United States' district court of the said county of Brown, do hereby certify that the within is a true and full statement of all the proceedings had in the case of James Jackson, on the demise of Robert Grignon, Peter B. Grignon, and Morgan L. Martin, vs. John Jacob Astor, Ramsey Crooks, Robert Stuart, and Linns Thompson; which said proceedings were had at the term of October, of 1839, of said court.

In witness whereof, I have hereunto affixed my hand and the seal of [L. S.] said court, this 5th day of June, 1840.

Signed, JOHN LAST, *Clerk.*

On the back of which said return is endorsed:

"Filed in open court, this 20th day of July, A. D. 1840.

"S. MILLS, *Clerk.*"

And afterwards, to wit, at the same term of said Supreme Court, to wit, on the twentieth day of July, Anno Domini one thousand eight hundred and forty, came the said plaintiff in error, by his attorney, Morgan L. Martin, Esq., and filed, in open court, his assignment of errors, in the words and figures following, to wit:

TERRITORY OF WISCONSIN, *Supreme Court.*

JAMES JACKSON, on the demise of ROBERT GRIGNON, PETER B. GRIGNON, and MORGAN L. MARTIN, vs. JOHN JACOB ASTOR, RAMSEY CROOKS, ROBERT STUART, and LINNS THOMPSON.	Of July term, in the year of our Lord one thousand eight hundred and forty. In error.

Afterwards, to wit, on the third Monday of July, in this same term, before the judges of the Supreme Court of the Territory of Wisconsin, at the capitol, in the town of Madison, comes the said plaintiff, by M. L. Martin, his attorney, and says that, in the record and proceedings aforesaid, and also in the giving the judgment aforesaid, there is manifest error in this, to wit:

First. That the said district court admitted the minutes of the county court of Brown county, not under seal, as evidence of a judgment or order of that court, in the absence of any record of such order, or proof of its loss or destruction.

Second. That the said district court admitted the said minutes of the county court as evidence not appearing on their face or otherwise, to present a case of which the county court had jurisdiction, or which had

been brought before that court in accordance with the several provisions of the act of the Territory of Michigan, entitled "An act directing the settlement of estates of persons deceased, and for the conveyance of real estates in certain cases," adopted July 27th, 1818.

Third. That the said district court admitted the said minutes, without evidence on their face or otherwise; that the order entered therein involved the title, or had reference to the lands now in dispute.

Fourth. That the said district court admitted the license issued by the clerk of the county court, and the several deeds offered by the defendants, as evidence, and directed the jury that they were conclusive to vest the title to the premises in question in the defendants.

Fifth. That the said district court decided that Pierre Grignon, at the time of his decease, was seized in fee of the premises in question.

Sixth. That the said district court admitted a notification of sale of the premises in question, purporting to be signed by the administrator on the estate of Pierre Grignon, and printed in a paper purporting to be a newspaper, to be read in evidence, without further proof than its production in court.

Seventh. That the said district court presumed all the facts necessary to give the county court jurisdiction to make an order of sale, and presumed all the facts necessary to show that such order was made, in reference to the lands in question, and all the facts to show that the proceedings of the administrator, before and at the sale, were regular and in accordance with the act of Michigan herein before referred to; and that the said court directed the jury that, upon the facts and the law of the case, the title to the lands in question was vested in defendants by the administrator's sale.

Eighth. That the said district court directed the jury upon points of evidence, and particularly one point, to wit: the posting a notification of sale by an administrator, which it was the peculiar province of the jury to determine.

Ninth. That the said district court refused to give the jury the instructions requested by the lessors of the plaintiff.

Tenth. That the said district court did not properly direct the jury in regard to the 6th, 7th, 8th, and 10th instructions, requested by the lessors of the plaintiff.

Eleventh. That the said district court directed the jury contrary to law and evidence.

Twelfth. That the said district court gave judgment for the said defendants, against the said plaintiff, whereas, by the law of the land, the said judgment ought to have been given for the said plaintiff, against the said defendants.

And the said James Jackson prays that the judgment aforesaid, for the errors aforesaid, and other errors in the record and proceedings aforesaid, may be reversed, annulled, and altogether held for nothing, and that he may be restored to all things which he hath lost by occasion of the said judgment, &c.

And afterwards, to wit, at the same term of said court, to wit, on the

twentieth day of July, Anno Domini one thousand eight hundred and forty, came the said defendants in error, by their attorney, Horatio W. Wells, Esq., and filed in open court their joinder in error, in the words and figures following, to wit:

JAMES JACKSON, on the demise of ROBERT GRIGNON, PETER B. GRIGNON, and MORGAN L. MARTIN plaintiff in error,
vs.
JOHN JACOB ASTOR et al. defendants in error.

And now come the said defendants, by H. W. Wells, their attorney, and say that there is no error in the record and proceedings aforesaid, and the giving of judgment aforesaid, &c.

Whereupon, the cause being at issue, the parties appeared by their counsel, and by consent of the said parties, by their counsel, the cause was continued until the second Monday of August, Anno Domini one thousand eight hundred and forty.

And afterwards, to wit, at an adjourned term of said supreme court, held at the capitol in the town of Madison, in said Territory, on the second Monday of August, Anno Domini one thousand eight hundred and forty, in pursuance of an act of the Legislative Assembly of said Territory, entitled "An act concerning the superior and district courts," approved August 8, 1840, the following further proceedings were had in this cause, to wit:

JAMES JACKSON ex. dem. ROBERT GRIGNON, PETER B. GRIGNON, and MORGAN L. MARTIN, plaintiff in error,
vs.
JOHN J. ASTOR, RAMSEY CROOKS, ROBERT STUART, and LINNS THOMPSON.
} Error to Brown county.

This day came the parties aforesaid, by their attornies, Morgan L. Martin and Horatio W. Wells, Esquires, and their arguments having been heard on the errors assigned herein, and the court not being now sufficiently advised of and concerning the same, took time to consider of its opinion.

And afterwards, to wit, at the same adjourned term of said court, to wit, on the seventeenth day of August, Anno Domini one thousand eight hundred and forty, the following further proceedings were had in this cause, to wit:

JAMES JACKSON ex. dem. ROBERT GRIGNON, PETER B. GRIGNON, and MORGAN L. MARTIN,
vs.
JOHN JACOB ASTOR et al.
} Error to Brown county.

The court not being now sufficiently advised of and concerning its opinion herein, this cause is further continued under advisement.

And afterwards, to wit, at the July term of said court, to wit, on the twenty-fourth day of July, Anno Domini one thousand eight hundred and forty-one, the following judgment was entered in this cause, to wit:

JAMES JACKSON ex. dem. ROBERT GRIGNON, PETER B. GRIGNON, and MORGAN L. MARTIN, plaintiff in error,
vs.
JOHN J. ASTOR, RAMSEY CROOKS, ROBERT STUART, and LINNS THOMPSON, defendants in error.
} Error to Brown county.

The court being now sufficiently advised of and concerning the errors assigned herein, and the arguments of counsel thereon, it is considered and adjudged by the court here that the judgment of the district court of Brown county be affirmed, with costs in favor of the defendants in error, and that it be so certified to said court. To which decision the plaintiff in error excepted.

Judgment signed July 24th, 1841.

(Signed,) CHAS. DUNN,
Chief Justice Supreme Court, Wis. Ter.

TERRITORY OF WISCONSIN, *Supreme Court, ss.*

I, La Fayette Kellogg, clerk of the Supreme Court of the Territory of Wisconsin, do hereby certify that the foregoing is a true transcript of all the record and proceedings in the suit aforesaid, in which James Jackson, on the demise of Robert Grignon, Peter B. Grignon, and Morgan L. Martin, was plaintiff in error, and John Jacob Astor, Ramsey Crooks, Robert Stuart, and Linns Thompson, were defendants in error, which was decided at the July term of said court, A. D. one thousand eight hundred and forty-one.

In testimony whereof, I have hereunto set my hand and affixed the [L. S.] seal of said court at Madison, this eleventh day of December, in the year of our Lord one thousand eight hundred and forty-one.

LA FAYETTE KELLOGG,
Clerk Supreme Court, Wis. Ter.

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SUPREME COURT OF THE UNITED STATES.

No. 55.

WILLIAM J. MINOR AND CATHARINE, HIS WIFE, PLAINTIFFS IN ERROR,

vs.

SHUBAL TILLOTSON.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF LOUISIANA.

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CIRCUIT COURT OF THE UNITED STATES,
9th Circuit, Eastern District of Louisiana:

Be it remembered that, on the ninth day of November, in the year of our Lord one thousand eight hundred and twenty-seven, into the district court of the United States for the eastern district of Louisiana, came John Minor, by his attorneys, Mercier and Buchanan, and filed the following petition, to wit:

To the honorable the district court of the U. S. for the eastern district of Louisiana:

The petition of John Minor, a citizen of the State of Mississippi, and residing at Natchez, in the said State, respectfully showeth: That your petitioner is the just and lawful owner of two tracts of land, situated, lying, and being adjoining and contiguous to each other, on the left bank of the river Mississippi, in the parish of Ascension, in the State of Louisiana, and containing, severally, one hundred and seventy-two acres and sixty-seven hundredths of an acre, and two hundred and four acres and sixty hundredths of an acre of superficial measure, as described and laid down in two plats and certificates of survey made by Robert Lloyd, a deputy surveyor of the United States, on the thirteenth and fourteenth day of September, 1824, respectively. Your petitioner shows that he holds said tracts of land by purchase from the United States on the 28th day of August, 1824, and also by virtue of a sale from Wade Hampton to your petitioner, passed before Michael De Armas, notary public, at the city of New Orleans, on the 5th day of April, 1819. Your petitioner further shows, that Shubal Tillotson, a citizen of the State of Louisiana, and residing in the parish of Ascension, in the said State, and Jeremiah Pritchard, also a citizen of the State of Louisiana, and residing in the parish of Iberville, in the said State, have violently and illegally entered and trespassed upon the said above described two tracts of land, so as aforesaid belonging to your petitioner, and have committed waste thereupon for more than one year last past, by cutting down timber trees thereupon growing, and by erecting buildings and fences, and making plantations thereupon; and that the said Tillotson and Pritchard still keep violent possession of the portion of the above described tracts so as aforesaid entered and trespassed upon by them, being to the extent of one hundred acres, be the same more or less, in violation of the right of ownership of your petitioner, and to his damage three thousand dollars. Your petitioner further shows that he is the true and lawful owner of one tract of land containing eight hundred and one half superficial arpents, situated, lying, and being in the parish of Ascension, in the State of Louisiana, as described and laid down on a plat and certificate of survey

made by Walker Gilbert, deputy surveyor of the United States for the eastern district of the territory of Orleans, on the 22d day of March, 1811, which land is held by your petitioner by virtue of a grant from the Spanish Government to Louis Lecoute, confirmed in the name of Madame Louis Judice, by act of Congress of the 11th of May, 1820. Your petitioner shows that said Shubal Tillotson and Jeremiah Pritchard have, at sundry times, unlawfully and violently entered and trespassed upon the said above described tract of land to your petitioner so as aforesaid belonging, and committed thereupon various acts of waste, by cutting down cypress and other valuable timber trees, and by making and carrying off pickets, timber, and building materials from the said tract of land, in violation of your petitioner's right of ownership in the said tract of land and its appurtenances, and to the damage of your petitioner three thousand dollars.

Wherefore your petitioner prays, the premises being considered, that the said Shubal Tillotson and Jeremiah Pritchard may be cited to appear and answer this petition, and, after due proceedings, that judgment may be rendered against them, jointly and severally, and in favor of your petitioner, for the sum of six thousand dollars damages for their illegal acts of entry, trespass, and waste as aforesaid, committed upon the several tracts of land above described, belonging to your petitioner; and, also, that your petitioner have a writ of possession from this honorable court, to restore to him the quiet and peaceable possession of the two first mentioned tracts of land aforesaid, so as aforesaid illegally, violently, and wilfully disturbed by the said Shubal Tillotson and Jeremiah Pritchard, with such other and further relief as justice and the nature of the case may require. And, as in duty bound, &c.

(Signed) MERCIER & BUCHANAN,
Attorneys for plaintiff.

Whereupon, the following citations were issued from the clerk's office, to wit:

District Court of the United States,
Eastern District of Louisiana:

The President of the United States to the marshal of the eastern district of Louisiana, or to his lawful deputy, greeting:

You are hereby commanded to cite Shubal Tillotson and Jeremiah Pritchard, so that they be and appear at the district court of the United States for the eastern district of Louisiana, to be holden in the city of New Orleans on the second Monday of December next, to answer to the complaint of John Minor; and that they do file their defence or answer with the clerk of said court on or before the same, or judgment will be given against them by default; and have you then and there this writ.

Witness, the honorable T. B. Robertson, judge of said court, at the city of New Orleans, this 10th day of November, 1827, and 52d year of the independence of the United States.

(Signed) F. W. LEA,
Dep. clerk.

COUR DE DISTRICT DES ETATS UNIS,
Pour le district oriental de la Louisiane:

Ou a son deputé dument autorisé, salut:

Vous étes commandé de citer Shubal Tillotson et Jeremiah Pritchard, pour qu'ils avant a compaîratre á la cour de district des Etats Unis pour le district oriental de la Louisiane, qui siègua dans la ville de la Nouvelle Orleans le 2me Lundi de Decembre prochaine, à l'effet des repondre à la plainte de Jean Minor; et d'y remittre reponse ou defense au greffier de la dite cour avant ou le meme jour, faute de quoi jugement par défaut sera rendu contre eux; et vous fuez votre rapport de cet ordre.

Temoin, l'honorable T. B. Robertson, judge de la dite cour a la Nouvelle Orleans, ce 10me jour de Novembre, 1827, et la 52me année de l'independence des Etats Unis.

(Signed) F. W. LEA,
Dep. greff.

Upon which writ the marshal made the following return, to wit:

Served, by delivering a copy of the petition and this citation to Jeremiah Pritchard, in person, on the 24th November, 1827.

(Signed) L. DARBOIS, *D. M.*

Returned, 10th December, 1827.

J. NICHOLSON, *Marshal.*

DISTRICT COURT OF THE UNITED STATES,
Eastern District of Louisiana.

The President of the United States to the marshal of the Eastern District of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to cite Shubal Tillotson and Jeremiah Prichard, so that they be and appear at the District Court of the United States, for the eastern district of Louisiana, to be holden in the city of New Orleans, on the second Monday of December next, to answer to the complaint of John Minor; and that they do file their defence, or answer, with the clerk of said court, on or before the same, or judgment will be given against them by default; and have you then and there this writ.

Witness, the honorable T. B. Robertson, judge of said court, at the city of New Orleans, this 10th day of November, 1827, and fifty-second year of the independence of the United States.

(Signed) F. W. LEA, *Dep. clerk.*

Cour de District des Etats Unis,
Pour le District Oriental de la Louisiane, ou a son deputé autorisé, salut:

Vous étes commandé de citer Shubal Tillotson et Jeremiah Pritchard, pour qu'ils avant a comparaitre a la Cour de District des Etats Unis, pour le district oriental de la Louisiane, que siégua dans la ville de la Nouvelle Orléans le 2me Lundi de Decembre prochaine, à l'effect de repondie à la plainte de Jean Minor, d'y remettre réponse ou defense au greffier, de la dite cour, avant ou le même jour, faute de quoi, jugement par defaut sera rendu contre eux, et vous fuez votre rapport de cet ordre.

Temoin, l'honorable T. B. Robertson, judge de la dite cour à la ville de la Nouvelle Orleans, ce 10me jour de Novembre, 1827, et la 52me année de l'independence des Etats Unis.

(Signed) F. W. LEA, *Dep. Greff.*

Upon which citation, the marshal made the following return, to wit:

Served by delivering a copy of the petition, and this citation, to Tillotson, the brother of the defendant, a free white person, above the age of fourteen years, on the 24th November, 1827, found on the land in dispute.

(Signed) L. DARBOIS, *D'y M.*

Returned, 10th December, 1829.

J. NICHOLSON,
U. S. Marshal.

And afterwards, to wit: on the 11th day of December, 1827, came the defendants, S. Tillotson and Jeremiah Pritchard, by their attorney, Levi Pierce, Esq., and filed the following award of oyer, to wit:

S. Tillotson ads. John Minor.

United States District Court,
Eastern District of Louisiana.

The defendant prays oyer of the titles allowed to by the plaintiff in his petition, and cannot answer further until the same be filed.

(Signed) L. PIERCE.

J. Pritchard adsm. John Minor.

United States District Court,
Eastern District of Louisiana.

J. Pritchard comes and prays oyer of the deeds referred to by the plaintiff, before further answering to the merits alleged in the petition of the plaintiff.

(Signed) L. PIERCE.

And afterwards, to wit: on the 16th day of February, 1828, came Jere. Pritchard, one of the defendants, by his attorney, Levi Pierce, Esq., and filed the following answer and disclaimer, to wit:

TILLOTSON & PRITCHARD adsm. JOHN MINOR.

UNITED STATES DISTRICT COURT.

The answer of Jesse Pritchard respectfully shows, that he is not owner of the property described in the petition of plaintiff, and has no concern or interest therein, as will appear by the annexed sales; and he denies having any obligation to answer further, saying he is not trespassing, and has nothing to do with the land claimed by plaintiff; wherefore he prays to be hence dismissed, with his costs, &c.

(Signed) L. PIERCE.

And afterwards, to wit: on the seventeenth day of May, 1828, came the defendant, Shubal Tillotson, by his attorney, Levi Pierce, and filed the following answer, to wit:

SHUBAL TILLOTSON adsm. JOHN MINOR.

UNITED STATES DISTRICT COURT,
Eastern District of Louisiana.

The defendant, S. Tillotson, for answer to the petition of John Minor, denies, all and singular, the allegations in said petition contained, and says the said John Minor has no good and sufficient title in law to the property by him described.

Defendant, for further answer, if any be necessary, pleads prescription of thirty years, and alleges that he, and those through whom he claims, have duly possessed whatever property is claimed of him by plaintiff, for and during the said term of thirty years.

Defendant, in the same manner, pleads prescription of twenty years. Defendant, in the same manner, pleads prescription of ten years.

And if further answer be necessary, which is denied, defendant answers and says, that he is the true and lawful owner and possessor of a certain tract of land in the parish of Ascension, as purchased and set forth and described in the acts of sale heretofore filed by Jesse Pritchard in this case, being from Jesse Pritchard to this defendant, dated 13th April, 1825, and 20th June, 1827; and which are prayed to be considered as part of this answer, executed before the parish judge, and duly recorded; and that he has possessed and occupied said land, and none other in said parish; and has in no manner trespassed on any other person's property; nor does he claim any other, save what is described in said act of sale; and if the said Minor claims, by virtue of any pretended titles, any part

of the property to him conveyed, as aforesaid, that this defendant can in no manner be affected thereby; because he shows, that the said land, so bought of the said Pritchard, was by him purchased at a judicial sale on the 28th November, 1818, being the sale of the succession of Jean Baptiste Allain and of Marie Marguarette Blanchard, his widow, by the parish judge of the parish of Ascension, the which was afterwards confirmed to said Pritchard by act of sale and confirmation, by the heirs of J. B. Allain, dated 13th August, 1822, passed before the said parish judge; all which will more fully appear by the two acts annexed; and he shows that the said Jean Baptiste Allain was sole owner and possessor of all said tract; part of which is now unjustly claimed, by virtue of a full and complete Spanish grant, accorded to him in the year 1789, and duly recorded and approved by the land commissioners.

Wherefore he prays to be hence dismissed, with his costs, &c., and that the case be tried by a jury.

(Signed) L. PIERCE.

Documents annexed, and referred to, in the foregoing answer:

On the twenty-eighth day of November, 1818, Joseph Brand and Auguste de l'Anne, were appointed appraisers of a tract of land belonging to the heirs of Jean Baptiste Allain, deceased, and Marie Marguarite Blanchard, his wife, and being duly sworn, do appraise the said tract of land at the sum and value of three thousand dollars; the said tract of land being situated in the parish of Iberville, on the high lands, between the river Mississippi and Galveztown, being the same land which was granted to Baptiste Allain, under patent of Estevan Miro, then Governor of Louisiana, bearing date 16th January, A. D. 1789, containing eight hundred arpens, conformably to the figurative plan accompanying said patent, bounded by eight lines, and at the time of surveying, by vacant lands on all sides but one, which is on said plan marked, as claimed by Louis le Compte, unsurveyed; signed, Joseph Band, Auguste de l'Anne, John Dutton, parish judge.

On the day and year above written, the said land was put up and offered to public sale, after having been advertised as the law directs, on the following terms and conditions:

One thousand dollars in March next to be paid, and the remainder to be paid, one-half in March, 1820, and the remainder in March, 1821; the purchaser giving good and sufficient security, with mortgage on the land; but absolutely without warranty on the part of the sellers, except from themselves and persons claiming, or through them, or through or by the title or patent under which they sell and convey the said land. The said land was, after having been duly cried, adjudged to Jesse Pritchard, the highest bidder, for the sum of three thousand five hundred dollars, which he binds himself to pay to the venders, their heirs or assigns, at the terms and conditions above stipulated, and accept the same, with all the ex-

ceptions of warranty therein mentioned, the said land to remain specially mortgaged until final payment.

(Signed) Nia victur, JOHN DUTTON,
Parish Judge of Iberville Parish.

Before John Dutton, parish judge, in and for the parish of Iberville, personally came and appeared, Jean Baptiste Allain, inhabitant of said parish, Victorine le Blanc, late widow of Pierre Allain, and natural tutrex and heirs of the said Pierre Allain, now deceased; said Victorine, duly authorized in the participations in this act by her present husband, Etienne Tasson likewise present; Marie Allain, represented by her husband, Francois Rivas, here present, and obliging himself personally, for his wife's ratification of this act; 4, Bernard Allain; 5, Valerie Commau, represented by his attorney in fact; Etienne Tasson, who, jointly with the said Jean Baptiste Allain, binds himself for the ratification of this act, by the said Valerie Comau; 6, Ferinin D. Landry, natural tutor to Ferinin D. Landry, 2, and Adolphus Landry, being minors under the age of puberty; 7, Gilbert Commo; 8, Florentine Tamplet, representing his wife, Carmelite Camou; and lastly, Marie Hortense, and her husband, the aforesaid Joseph Gil; which said Allains and Commaus, and their representatives, did declare that, as heirs and representatives of Marie Marguarite Blanchard, first wife, then widow, of Jean Baptiste Allain, deceased, then wife of Etienne Commau, deceased, did declare that, whereas, on the twenty-eighth day of November, in the year of our Lord one thousand eight hundred and eighteen, there was set up and offered for sale, to the highest bidder, the right, title, interest, and demand, of the legal representatives of Jean Baptiste Allain, and the said Marie Marguarite Blanchard, in and to a certain tract of land described in the act hereunto annexed, and whereof the following is an exact:

"On the day and year above written, the said land was put up and offered to public sale, after having been duly advertised as the law directs, on the following terms and conditions: One thousand dollars in March next to be paid, and the remainder to be paid, one-half in March, 1820, and the remainder in March, 1821; the purchaser giving good and sufficient security, with mortgage on the land; but absolutely without warranty on the part of the sellers, except from themselves, or person or persons claiming under or through them, or by the title and patent under which they sell and convey the said land. The said land was, after having been duly cried, adjudged to Jeré. Pritchard, the highest bidder, for the sum of three thousand five hundred dollars, which he binds himself to pay to the venders, their heirs or assigns, at the terms and conditions above stipulated, and accepts the same, with all exceptions of warranty therein mentioned; the land to remain specially mortgaged until final payment."

And whereas, the proces verbal of adjudication was never recorded, in consequence of the said Jeré. Pritchard having failed to

furnish security at the time of adjudication, agreeably to the terms of said sale; and whereas, the said act of adjudication hath never been, by any competent tribunal or court of justice, declared void; and whereas, the said heirs have, by divers acts of receiving, in part, the said sum of adjudication from the said Jeré. Pritchard, recognised the validity of said adjudication; they, the said appearers, do, jointly and severally, promise, bind, and oblige themselves, as well as their heirs, and the heirs now absent from the making of this act, the appearers holding themselves bound, jointly and severally, for the validity hereof, to ratify and confirm, and hold for good, valid, and firm, the said act of adjudication; transferring to the said Jeré. Pritchard, all the right, title, interest, claim, or demand, which they, or any of them, or any other person has, or may have, a right to claim, by virtue of the Spanish grant for said lands to Baptiste Allain, the original grantee, and ancestor of said Allains and Commous; which grant, the said Jeré. Pritchard declares he is acquainted with, having seen the same, and the titles on which said grant is founded. And the said appearers declare further, to have received of and from the said Jeré Pritchard, on account of the price of the adjudication of the said land, the following sums: paid to Bernard Allain, on the twelfth day of April, eighteen hundred and nineteen, the sum of five hundred and sixty-four dollars; to F. D. Landry, on the nineteenth day of April, eighteen hundred and twenty-one, one hundred and ninty-four dollars and forty four-cents; and on the ninth day of March, 1822, to Hortense Comau, and her husband, Joseph Gil, the sum of two hundred and twenty-three dollars; and this day, to the heirs, jointly, the sum of two hundred and eighty dollars thirty-seven and a half cents; all which payments having been made out of the presence of the undersigned judge and witnesses, the appearers renounce the exception, non memerata, therefor.

And it is further agreed and established, between the parties to this act, that for the payment of the balance due on the said price of adjudication, a delay is granted to the said Jere. Pritchard, until the end of March next, ensuing the date hereof. And the said balance as fixed by and between the said parties, including stipulated interest, amounts to two thousand five hundred and fifty-one dollars sixty-two and a half cents; which said sum of two thousand five hundred and fifty-one dollars and sixty-two and a half cents, the said Jere. Pritchard binds and obliges himself to pay to the said heirs, or to Etienne Tassin, who is by them hereby fully empowered the same to receive, and receive in all the month of March next, ensuing the date hereof; and the said Etienne, on the receipt of said balance, is hereby empowered and authorized to cause to be made and executed, by authentic act, a full release and acquittance of said balance and mortgage retained for its surety; and the said heirs oblige themselves to deliver to the said Jere. Pritchard, or to his legal representatives, the titles of said land. The said land

is to remain specially mortgaged for the payment of said balance, or part of the price, and interest unpaid, of said land. The description of the said land is set forth in the proces verbal of the estimation of said land, hereunto annexed, under my public seal.

Thus done and passed, the thirteenth day of August, in the year of our Lord one thousand eight hundred and twenty-two, in presence of Allen Ellis and Victor Chiason, witnesses, who have here under set their hands with the parties to this act, and me, judge aforesaid.

Signed: Jean Baptiste Allain, his x mark; Etien. Tassan, fisent pour Victorine le Blanc, Tutrice Duterville, de Maria Elis Allain, et Dursim Allain, les enfanes Francois Rivas, Bernard Allain, Valery Commoux, Jermin D. Landry, Gilbert Commoux, Florentine Templet, Jere. Pritchard, Victor Chiasson, Allen Ellis, Joseph Gil, John Dutton, parish judge.

I, John Dutton, parish judge, in and for the parish of Iberville, do hereby certify the foregoing to be true copies of the proces verbal of adjudication of a tract of land, belonging to the succession of Jean Baptiste Allain and Marie Magdaline Blanchard, and of an act of transactions between the heirs of said Jean Baptiste and Mary Magdaline, the originals whereof remain in my office, and therein duly recorded.

In witness whereof, I have hereunto set my hand and public seal, this twenty-fifth day of December, in the year of our Lord one thousand eight hundred and twenty-seven.

(Signed) JOHN DUTTON,
Parish Judge.

Before me, John Dutton, parish judge, in and for the parish of ———, personally came and appeared Doct. Jere. Pritchard, of the said parish, who did sell and convey, assign, transfer, and set over, unto Mr. Shubal Tillotson, of the said parish, here present, and accepting purchase for himself, his heirs and assigns, one equal and undivided half of a certain tract or parcel of land, situated on the highlands, between the Mississippi and Galveztown, in, or partly in, the parish of Iberville; said land containing eight hundred arpens, and being the same land which the present vender purchased from the heirs of Jean Baptiste Allain and Margueret Blanchard, by act of sale before me passed the thirteenth day of August, in the year eighteen hundred and twenty-two, the said Jere. Pritchard selling and transferring the same title which he acquired to said land at the sale aforesaid. The said Jere. Pritchard likewise sells to the said Shubal Tillotson, one equal and undivided half of all the stock and cattle, and horses, and farming utensils, on said tract of land or thereunto belonging. This sale is made for and in consideration of the sum of three thousand five hundred dollars, which the vender acknowledges to have received from the purchaser before making this act, and out of the sight of witnesses, therefore renoun-

cing the exception non , and fully releasing and acquitting the purchaser for the price of said land.

Thus done and passed in my office, the thirteenth day of April, eighteen hundred and twenty-five, in presence of N. Ibenloti and Balthasar Dapny, witnesses, who have signed with the appearers, and me, judge aforesaid.

(Signed) J. PRITCHARD,
SHUBAL TILLOTSON,
B. DAPNY,
IBENLOTI,
JOHN DUTTON, *Parish Judge.*

A true copy of the original remaining in my office. Given and attested under my hand and public seal, this twenty-fifth day of December, in the year eighteen hundred and twenty-seven.

(Signed) JOHN DUTTON,
Parish Judge.

Before me, John Dutton, parish judge, in and for the parish of Iberville, personally came and appeared Doctor Jere. Pritchard, of the said parish, who did sell, convey, assign, transfer, and set over, unto Mr. Shubal Tillotson, also of the said parish, present, and accepting purchase for himself, his heirs and assigns, one equal and undivided half of a certain tract or parcel of land, situated on the high lands between the Mississippi and Galveztown, in, or partly in, the parish of Iberville, and partly in the parish of Ascension; the other undivided half whereof the present vender sold to the present purchaser, by act before me passed, the 13th day of April, 1825; the whole containing eight hundred superficial arpens; the said Jere. Pritchard selling and transferring the same title which he acquired from the heirs of Baptiste Allain and Marguaret Blanchard, deceased. And the said Jere. Pritchard does not warrant the title of said land, but transfers to the present purchaser all the right he acquires of claiming warranty from the said Pritchard's venders; which special warranty the present purchaser accepts, and declares to be satisfied with, having been, and being acquainted with the titles to said land. The foregoing sale is made for and in consideration of the sum of three thousand dollars, which the vender declares and acknowledges to have received of and from the purchaser, to whom the vender gives full release and acquittance therefor.

Thus done in my office, the twentieth day of January, in the year eighteen hundred and twenty-seven, in presence of Nicholas Ibenloti and Nathan Mervain, witnesses, who have signed with the appearers, and me, the said judge.

The said Jere. Pritchard likewise sells and conveys to the said Shubal Tillotson the undivided half, to Pritchard belonging, of all the stock of cattle, and horses, and farming utensils, on said land,

being and thereunto attached; the consideration therefor is comprised in the three thousand dollars above mentioned.

(Signed) J. PRITCHARD,
SHUBAL TILLOTSON,
N. MERVAIN,
N. IBENLOTI,
JOHN DUTTON, *Parish Judge.*

A true copy of the original remaining in my office. Given and attested under my signature and public seal, this twenty-fifth day of December, in the year of our Lord one thousand eight hundred and twenty-seven.

(Signed) JOHN DUTTON,
Parish Judge.

And afterwards, to wit, on the twenty-fourth day of May, in the year of our Lord one thousand eight hundred and twenty-eight, the following order of court was entered on record, to wit:

SATURDAY, *May 24th*, 1828.

The court met pursuant to adjournment.
Present: Honorable T. B. Robertson.

JOHN MINOR,
vs.
TILLOTSON & PRITCHARD.

On motion of Levi Pierce and A. Hennen, Esqs., attorneys for defendants, it is ordered that James Allison (p. dy. surveyor U. S.) be authorized and requested to survey the tracts of land in controversy; to make an extended plan of the same, designating thereon all the boundaries of all the said tracts; also, how they interfere, and to run out and mark any lines, as well as natural and artificial objects found on the premises, as either party may require; and to make return thereof on or before the first day of December term next.

And afterwards, to wit, on the twentieth day of August, in the year of our Lord one thousand eight hundred and twenty-eight, came the defendant, S. Tillotson, by his attorney, Levi Pierce, Esq., and filed the following supplemental answer, to wit:

S. TILLOTSON,
adsm.
JOHN MINOR.

The supplemental answer of S. Tillotson to the petition of John Minor.

The said Tillotson possesses and is the legal owner of two other tracts in the parish of Ascension and Iberville, by virtue of the annexed sales: one from Elizabeth Lee to Jesse Pritchard, of date

October 18th, 1824, duly recorded 13th April, 1825, and by the said Pritchard transferred on the 20th January, 1827, being for six hundred and forty acres, situated in the parish of Iberville, and situated on Steep Gulley, and running back on the river—bounded on the west by lands there of J. Pritchard, and on the other side by vacant lands; and the other being a sale to respondent from Joel Vannoy, on the 14th February, 1827, recorded in the parish of Ascension, March 22d, 1827, of land situated on the New river—bounded by said river on the south, and on the west by Hiram Breaud, and on the south by vacant lands or land of P. Babin, on the east by Mr. Terrell—fronting and measuring between six and seven acres in a direct line on said river. And he shows that he has cultivated and possessed said tracts, by virtue of said transfers and titles, and that the said Minor has never been in possession, nor has he title therefor; and submitting the whole case to a jury, that he may be dismissed with his costs, &c.

Documents annexed to the above supplemental answer, and referred to.

Know all men by these presents, that I, Elizabeth Lee, (widow of John Lee, deceased,) of the parish of Iberville, and State of Louisiana, for and in consideration of eighty dollars to me in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, to J. Pritchard, of the parish and State aforesaid, all the right, title, interest, or demand, that I have by settlement since the year eighteen hundred and ten, to a certain tract or parcel of land, containing six hundred and forty acres, more or less, situated within the aforesaid parish, upon Steep Gulley, so called, and running back to New river—bounded on the west side by lands of the said Pritchard, and on the other side by vacant lands; to hold the same to the said Pritchard, his heirs and assigns, forever.

In witness whereof, I have hereunto affixed my hand and seal, at Iberville, October 18th, 1824.

(Signed) her ELIZABETH ⋈ LEE, [L. S.] mark.

B. Babin, Babin, temoin, Antoine Babin, Auguste Babin.

Filed the 13th day of April, 1825.

I certify the foregoing sale to be recorded in book K, No. 365, page 262, of the records of my office, this thirteenth day of April, in the year eighteen hundred and twenty-five.

(Signed) JOHN DUTTON,
Parish Judge.

I assign to Shubal Tillotson all my claims to the within mentioned settlement right, for the consideration of eighty dollars to me paid, at Iberville, January 20th, 1827.

(Signed) J. PRITCHARD.

In presence of
H. THUNTRY.

Before me, (Signed) JOHN DUTTON,
Parish Judge.

Know all men by these presents, that I, Joel Vannoy, in and for the consideration of two hundred and twenty dollars to me in hand paid, a receipt of which is hereby acknowledged, do, for myself and agent, also for my mother, and all parties concerned, being duly authorized, in presence of John Baker and Aaron Morris, bargain, sell, and convey, all our right and title to a certain tract of land settled by us in the year of one thousand eight hundred and eighteen, and on which premises we have resided ever since, located and situated on New river, partly in the parish of Iberville, and partly in the parish of Ascension, and bounded as follows, to wit: on the south by New river, on the west by a settlement of Hiram Brand, on the north by vacant lands, or lands of Pierre Babin, and on the east by Ma'm Terrell, fronting and measuring between six and seven acres, in a direct line on the aforesaid river, as may be seen by the posts planted by Mr. B. Madison, surveyor; unto Shubal Tillotson, his heirs and assigns, forever—to whom we sell and deliver the aforesaid land, and all improvements thereon, this the fourteenth day of February, one thousand eight hundred and twenty-seven.

(Signed) JOEL VANNOY.

In presence of
JOSEPH HALL,
WES. BARKER,
JOHN BARKER.

I certify that the foregoing instrument has been this day recorded in book No. 7, p. 272 and 273, resting in the archives of the parish of Ascension.

(Signed) CARLIER DONTUNIER,
Judge and Not. Public.

ASCENSION, *March the* 22*d*, 1827.

And afterwards, to wit, on the eighteenth day of April, in the year of our Lord one thousand eight hundred and twenty-nine, the following order of court was entered on record, to wit:

SATURDAY, *April* 18, 1829.

Special court.
Present: Hon. Sam'l H. Harper.

JOHN MINOR,
vs.
TILLOTSON & PRITCHARD.

On motion of James Allison, ordered, that the defendants, or their counsel, show cause, on Monday, the 20th instant, at 10 o'clock A. M., why they should not pay him the amount of his bill for a survey of the premises in dispute in this case, made in obedience to an order of this court of 24th day of May last, and at the special instance of the said defendants, to wit: the sum of two hundred and twenty-five dollars.

And afterwards, to wit., on the twentieth day of April, in the year one thousand eight hundred and twenty-nine, the following order of court was entered on record, to wit:

WEDNESDAY, *April* 20, 1829.

Special court.
Present: The Hon. Sam'l H. Harper.

JOHN MINOR,
vs.
TILLOTSON & PRITCHARD. } 2552.

It is ordered, that the rule taken in this case on the 18th instant, on the defendants or their counsel, to show cause why the bill of James Allison, for a survey made of the land in dispute in this case, amounting to the sum of two hundred and twenty-five dollars, should not be paid by them, be continued until Wednesday, the 22d inst., at 10 o'clock A. M.

And afterwards, to wit: on the 22d day of April, 1829, the following order of court was entered on record, to wit:

WEDNESDAY, *April* 22, 1829.

Special court.
Present: Hon. Sam'l H. Harper.

JOHN MINOR,
vs.
TILLOTSON & PRITCHARD.

On motion of James Allison, and it appearing to the court that due notice has been given to the counsel of the defendants of the rule taken in this case on the 20th instant, and no opposition being made to the same, and the court being satisfied on the justice of the claim of James Allison to the amount of two hundred dollars, now order that the same be taxed in the costs in this case, and paid by the defendants, being the party at whose instance the survey of the premises in dispute was made.

And afterwards, to wit: on the sixth day of June, in the year of our Lord one thousand eight hundred and twenty-nine, the following entry was made, to wit:

SATURDAY, *June* 6, 1829.

The court met, pursuant to adjournment.
Present: Hon. Sam'l H. Harper.

JOHN MINOR,
vs.
TILLOTSON & PRITCHARD.

On this day came the parties, by their attorneys, and thereupon came a jury, to wit:

Thomas Toby,	B. Bonan,
Wm. Jaudon,	E. L. Tracey,
J. B. Lamothe,	Mark Watton,
J. B. Durelle,	Victor Jourdan,
Samuel S. Relf,	John Glaize, and
J. W. Welder,	Bazile Joubert.

Who were sworn well and truly to try the issue joined between the parties.

"On the trial of the cause, it was admitted by the plaintiff's counsel that the present action is a peditory action, or an action for the ownership of the property, and that he has also prayed for damages;" when, after some progress, the court adjourned until four o'clock P. M., at which hour the court again met, and the trial proceeded; when, after considerable progress made in the cause, the farther consideration of the same was adjourned over till Monday next, at nine o'clock A. M.

And afterwards, to wit: on the 8th day of June, 1829, the following entry was made, to wit:

MONDAY, *June* 8, 1829.

The court met, pursuant to adjournment.
Present: Hon. Sam'l H. Harper.

JOHN MINOR,
vs.
TILLOTSON & PRITCHARD.

This cause came on again before the same jury originally empannelled therein; when, after some further progress in the cause, on motion of Levi Pierce, Esq., and it appearing to the court that Jesse Pritchard, one of the defendants, was not actually in possession of the premises in dispute at the time of the institution of this action, it is ordered that the peditory action be discontinued, so far as regards said Pritchard; when, after hearing the evidence and arguments of counsel, the jury retired to consider of their verdict, and soon after returned the following verdict, to wit: "Verdict for the plaintiff. Thomas Toby, foreman."

And afterwards, to wit: on the ninth day of June, in the year of our Lord 1829, the following order of court was entered on record, to wit:

TUESDAY, *9th June*, 1829.

The court met, pursuant to adjournment.
Present: Hon. Samuel H. Harper.

JOHN MINOR,
vs.
TILLOTSON & PRITCHARD.

On motion of Messrs. Hennen and Pierce, counsel for defendants, it is ordered that the plaintiff show cause on Monday, the 15th instant, why a new trial should not be granted in this case, on the grounds that the verdict of the jury is manifestly contrary to law and evidence, because the admission of the papers objected to by the defendants was contrary to law.

And afterwards, to wit: on the 15th day of June, 1829, the following order was entered on record, to wit:

MONDAY, *15th June*, 1829.

The court met, pursuant to adjournment.
Present: Hon. Sam'l H. Harper.

JOHN MINOR,
vs.
SHUBAL TILLOTSON.

Ordered, that the rule taken in this case on the 9th instant, and returnable this day, be continued until to-morrow, at 10 o'clock A. M.

And afterwards, to wit: on the 16th day of June, 1829, the following entry was made, to wit:

TUESDAY, *16th June*, 1829.

The court met, pursuant to adjournment.
Present: Hon. Sam'l. H. Harper.
Rule to show cause, why a new trial should not be granted.

JOHN MINOR,
vs.
S. TILLOTSON.

The court having heard the arguments of counsel in this case, took time to consider.

And afterwards, to wit: on the twentieth day of June, 1829, the following order of court was entered on record, to wit:

SATURDAY, *June 20th*, 1829.

The court met pursuant to adjournment.
Present: Hon. Sam'l. H. Harper.

Motion for a new trial.

JOHN MINOR,
vs.
S. TILLOTSON.

The court having maturely considered this case, now order that the verdict of the jury, in this case, be set aside, and a new trial granted.

And afterwards, to wit: on the thirteenth day of January, in the year of our Lord, 1830, the following order of court was entered on record, to wit:

WEDNESDAY, *January 13th*, 1830.

The court met pursuant to adjournment.
Present: Hon. Sam'l. H. Harper.

JOHN MINOR,
vs.
SHUBAL TILLOTSON.

On filing the affidavit of Isaac T. Preston, and giving the court to understand that material witnesses are absent, it is ordered that this cause be continued.

And afterwards, to wit: on the day and year last above written, the following order of court was entered on record, to wit:

JOHN MINOR,
vs.
SHUBAL TILLOTSON.

On motion of Isaac T. Preston, for plaintiff, and with consent of the defendant, it is ordered that the depositions of all witnesses in this case, may be taken before a judge of the city court of New Orleans, or before the judges of any parish in the State, on the part requiring the deposition to be taken, giving the opposite party, or his agent, or attorney, reasonable notice of the time and place of taking the same.

And afterwards, to wit: on the twelfth day of February, 1830, the following entry was made, to wit:

FRIDAY, *February 12th*, 1830.

The court met pursuant to adjournment.
Present: Hon. Sam'l. H. Harper.

JOHN MINOR,
vs.
SHUBAL TILLOTSON.

On this day came the parties, by their attorneys, and thereupon came a jury, to wit:

H. Penet,	A. Rash,
Juan Castillianos,	James Pench,
Wm. T. Thompson,	Wm. G. Hewes,
John Goldenbow,	Patrick Thompson,
Ant. Hebraid,	Victor David,
D. Monroe,	C. W. Goodrich.

Who were sworn well and truly to try the issue joined between the parties; when, after considerable progress in the cause, the further consideration thereof was adjourned until 4 o'clock, p. m. at which hour the court again met, and the trial proceeded; when, after considerable further progress in the cause, the further consideration thereof was adjourned until to-morrow at 10 o'clock, a. m.

And afterwards, to wit: on the 13th day of February, in the year of our Lord 1830, the following entry was made, to wit:

SATURDAY, *February* 13*th*, 1830.

The court met pursuant to adjournment.
Present: Hon. Sam'l. H. Harper.

JOHN MINOR,
vs.
SHUBAL TILLOTSON.

This cause came on again before the same jury originally empannelled therein, and the trial proceeded; when, after hearing the evidence in the cause, the further consideration thereof was postponed until Monday next at 10 o'clock, a. m.

And afterwards, to wit: on the 15th day of March, 1830, the following entry was made, to wit:

MONDAY, *March* 15*th*, 1830.

The court met pursuant to adjournment.
Present: Hon. Sam'l. H. Harper.

JOHN MINOR,
vs.
SHUBAL TILLOTSON.

This cause came on again before the same jury originally empannelled therein; and, after some progress in the cause, on motion of defendant, by his attorney, ordered that he have leave to discontinue his supplemental answer. The jury, after hearing the evidence and arguments of counsel, retired under the charge of the court to consider of their verdict, and soon after returned the following verdict, to wit: "The jury find a verdict for the defendant, New Orleans, March 15th, 1830. Wm G. Hewes, foreman."

Whereupon, it is considered by the court, that the petition be dismissed, and that the plaintiff do pay the costs of this suit.

On the trial of this cause, the following documents and testimony was offered in evidence by the plaintiff, to wit:

I, Philip Grymes, register to the land office for the eastern district of the territory of Orleans, do certify, that upon the records now in my possession, of warrants or orders of survey, issued by the Spanish government for lands lying within the boundaries of the late province of Louisiana, there is one registered as follows:

"Diez y ocho de Enero de mil seteciento ochenta y siete, A. Louis Leconte viente arpanes de tierra de frente, con la profundidad ordinacien de quarenta en el Distrito de Galveztown."

Given under my hand, at the city of New Orleans, this 11th day of February, 1811.

(Signed) P. GRYMES,
R. E. D. of Or. Territory.

LAND OFFICE, EASTERN DISTRICT,
State of Louisiana.

Record book D, No. 4, folio 305.
COLUMBUS LAWSON, *Register.*

REGISTER'S OFFICE,
NEW ORLEANS, 17*th February*, 1823.

I, Samuel H. Harper, register of the land office for the southern district of Louisiana, do hereby certify that the within discribed tract of land has been confirmed in the name of Mde. Louis Judice, by act of Congress, of the 11th May, 1820.

(Signed) SAMUEL H. HARPER, *Register.*

Certificate of confirmation.

Reports of the register and receiver of public moneys of the eastern district of Louisiana, on land claims, filed in the register's office, in pursuance of the act of Congress passed on the 27th day of February, 1813, entitled "An act giving further time for registering claims to lands in the eastern and western districts of the territory of Orleans, now State of Louisiana, 1st class, species 2d, of incomplete French or Spanish grants or concessions, warrants, or orders of survey, granted prior to the 20th December, 1803," 459. Madame Judice claims a tract of land, situate in the district of Galveztown, containing twenty arpens front by forty arpens in depth, bounded on all sides by vacant lands. This tract of land is claimed by virtue of an incomplete title granted by the Spanish Government. We are of an opinion that all the claims included under the 2d species of the 1st class, are already confirmed by the act of Congress of the 12th April, 1814.

(Signed) SAM'L H. HARPER, *Reg.*
(Signed) ALFRED LORAIN, *Rec'r.*
New Orleans, 20th Nov., 1816.

I certify the foregoing to be a true copy from the reports of the register of the land office and receiver of public moneys, dated the 20th November, 1816, as recorded in my office.

In testimony whereof, I have hereunto affixed my signature, at the city of New Orleans, this 11th day of March, 1830.

(Signed) HILARY B. CENAS,
Reg. East District Louisiana.

Number of acres of land.

Names of persons subject to taxation.	Professions.	1st quality.	2d quality.	3d quality.	Town lots.	On what river situated.	Value of town lots and other immoveable property.	Tax on town lots and other immoveable property.	Total of the taxes due by each person, and subject to taxation.
V've Judice - -	–	–	560	–	–	–	800	1 40	1 40

I, John Dutton, parish judge in and for the parish of Iberville, do hereby certify the foregoing to be a true copy from the original, remaining in my office, of the tax list or assessment rolls of taxable property in the parish of Iberville, made for the years 1814, *eighteen hundred and fourteen.*

In witness whereof, I have hereunto set my hand and seal, this 23d day of May, the year 1829.

(Signed) JOHN DUTTON, [L. S.]
Parish Judge.

Wo. Indice, -	–	560	800	2 16	2 16
Ve Le Compte, -	Indice	800	1,600	2 55	2 55
Wo. Le Compte, -	Indice	800	1,500	2 38	2 38
Wo. Le Compte, -	Indice	800	1,500	2 31	2 31
Wo. Le Comte, -	Indice	800	1,500	2 31	2 31
					$11 71

I, Balthasar Dapny, sheriff of the parish of Iberville, do hereby certify the foregoing to be a true copy from the original, remaining in my office, of the tax list or assessment roll of taxable property in the parish of Iberville, made for the year 1817, 1822, 1823, 1824, and 1825.

In witness whereof, I have hereunto set my hand and seal, this 23d day of May, the year 1829.

(Signed) B. DAPNY,
Sheriff, Parish of Iberville.

I, John Dutton, parish judge in and for the parish of Iberville, do hereby certify that Balthasar Dapny, sheriff of the parish of Iberville, made oath, this day, before me, that he has carefully compared the foregoing with the assessment rolls of taxable property in the parish of Iberville, and finds the same to be correct copies and extracts from the said assessment rolls, as above stated.

In witness whereof, I have hereunto set my hand and public seal, this 23d day of May, in the year 1829.

(Signed) JOHN DUTTON, *P. Judge.*

Pardevant moi Phillip D'Ontrenier, judge de la paroise de l'ascension, dument autorisée, á y exerces les functions de notatrè public est peisonellement comparas Madame V've Louis Judish dimemant en cette paroisse laqualles à declarée par le presant acte vendre transferer et transporter au Sr. John Minor, ici represente par Monsieur Philip Minor, son fondé de pouvoirs un certain terre connus sous le nom de la prarie haute, contenant huit cent arpens et demi de superficie conformemant au plan qui en a eté fait au mil vingt cent verge, par Walker Gilbert, et á la concession de dix sept cent quatre vingt sept. La presente vente est faits pour le prix et somme de quinze cents piastres payable dans le mois Janvier mil huit cent vingt cinq, et en consideration du payment de la dite somme de quinze cents piastres effectué comme el est dit ci dessus, la dite dame Ve. Louis Judish, se desaisit de son droit de proprieté sur la terre ci dessus décrite pour nevette le Sr. John Minor, pour qúil enjouis se lui et ses heritiers, des á presant et pour toujours avec tous les droits et avantages y attachés la lui garantissant libre á alienations remodisation et hypotheques generalemant quel conques se revisant sur icelle hypotheques speciales jusqu' á l'entre payment de son prix á ochent. Et le Sr. Philip Minor a accepté la presente vente, comme fondé de pouvoirs du Sr. John Minor avec les conditions y stipulus. Fait et passé a la paroisse de l' ascension le

Et ou les parties contractantes signé au presant acte apres lecture a eux fait en presence des sieurs Fs. Ganan et Laroyus Fargean, temoins domecilies et moi dit Juge (Signé) V've Louis Judice, John Minor, by his attorney, Philip Minor, Fr. Garreau, Laroque Furgean, Carlier D'Ontrenier, juge and not. pub.

I certify the foregoing copy to be a true transcript from the original, of record in the archives of the parish of Ascension. In testimony whereof, I have signed it, and have hereunto affixed my seal of office, at the parish of Ascension, State of Louisiana, on the thirteenth day of May, A. D. one thousand eight hundred and twenty-nine, and fifty-third of the independence of the United States.

(Signed) EDWARD DUFFEL,
Judge and Not. Pub.

Received of John Minor, from his attorney, Philip Minor, the sum of fifteen hundred dollars, for a tract of land containing eight hundred arpens, agreeable to the plat made by the acting surveyor of the United States, and in conformity to the bill of sale in the office of Judge Philip C. D'Ontrenier, for the parish of Ascension.

[$1,500.] (Signed) VE. LOUIS JUDICE.

February 7th, 1825.

Recorded on this 14th day of April, one thousand eight hundred and twenty-five, in this book No. C, page 344, at the request of Philip Minor.

(Signed) CARLIER D'ONTRENIER,
Judge and Not. Pub.

I certify that the foregoing is a true copy of the original record in book No. C, fol. 344, of notarial acts in this office. In witness whereof, I have signed it, and thereto affixed my seal of office, at the parish of Ascension, this nineteenth day of May, A. D. eighteen hundred and twenty-nine.

(Signed) EDWARD D. DUFFEL,
Judge and Not. Public.

Deposition.

DISTRICT COURT OF THE UNITED STATES,
For the Eastern District of Louisiana:

JOHN MINOR,
vs.
SHUBAL TILLOTSON.

Robert Loyd, witness for the plaintiff in the above suit, sworn and examined, under the rule of court at this term, doth depose and say, that he surveyed the back lands of John Minor, in the rear of his sugar plantation, in the parish of Ascension, as a surveyor of the United States, and in pursuance of the orders of the register of the land office at New Orleans; he thinks it was in August, 1824, but is not certain. There was at that time no settlement made on these back lands, and deponent saw no indications of the land ever having been surveyed. He crossed New River on the first forty arpens, and, as nigh as he can judge, the size of that water course, in the rear of the back lands, was about sixty feet from bank to bank; he has surveyed a good deal on the Mississippi river, and knows that there are bayous running out of the bends in the Mississippi river, generally, and some of them, to this deponent's knowledge, are larger than New River, in the rear of Minor: for example, the bayou in the bend six miles below Placquemine, on the right side; also, Manchack bayou. The surveyors have invariably surveyed the double concessions to the extent necessary to give the quantity, without regard to the bayous running out of the bends of the Mis-

sissippi river. The boundary line between the parish of Iberville and Ascension, on the west side of the Mississippi river, strikes the river about two miles and a half above John Minor's plantation, at a small island, being the first island in the river above New Orleans.

(Signed) ROBERT LOYD.

Sworn to before me, this 21st January, 1830.

(Signed) F. W. LEA, *Clerk.*

I have no cross examination, and agree that the deposition shall be considered as taken under the consent rule entered at this term. No objection to be made on account of being in the handwriting of counsel.

(Signed) ALFRED HENNEN,
Attorney for Defendant.

NEW ORLEANS, *January* 21, 1830.

On the trial of this cause, the defendant, Shubal Tillotson, offered in evidence the following documents, to wit:

Dn. Carlos Trudeau, agrimensor rl. y partr. de la provincia de la Louisiana, certifie que ha sido medio a favor de Baptista Allain, en terrino de ocho cientos arpenes quadra de superficia medidos, con la percha de la ciudad de Paris, de diez y ocho peis de ray de largo segun uso dicha colonia, cuyo terreno situado en el distrito de Iberville, en el camino que via a Galveztown, a como una legua a el este del rio Misisipi, herdado de un lado a un terreno de Louis Leconte, no apendo y a los demas lados con tierra vacantes y del dominio de S. M. Fueran señelador para linderos los arboles señelados en el plano figurativo que antecede de a quel los limites es en paralelos diviguidos norte y sud con este y oeste sin entendera a la variacion y para a que courte doy la presente certificacion, et virtua del decreto de ser señora, con del diez y ocho de mes de Marzo, del año pasado de mil siete cientos ochenta y siete.

(Signed) CARLOS TRUDEAU, *Agr.*

Enero 8 de, 1789.

Dn. Estevan Miro, coronel de los reales exercitos, gobernador intendente de la provincia de la Louisiana y Florida occidental, y inspector de y respectos, &c.

Vistas las antecedentes diligens, practicadas por el agrimensor de esta provincia Dn. Carlos Trudeau, sobre la posesion que ha dado a Bapta Alin de la cantidad de ocho cientos arpanes de tierra quadrados, situatos en el distrito de Iberville, sobre el camino que via a Galveztown, a como una legua al este del rio Misisipi, lindado de un lado a un terreno de Ls. Leconte una apeado, y á los demas lados con terrenos vacantes y del dominio de S. M. como lo denuestra el plano figurativo que antecede, y reconociendo estar llegados el orden agrimenser a y a la concesion del ante dho. circumvecinos sin que a este se le cause prealguno ne que lo; hay a reclamado y

si bien consentado seguin justificar su asistencia de dichos operacionas aprobandolas como las aprobadolas como las aprobanas. Viando de la facultad ql. el Rey nos tierres concedido otorgamos en su. rl nombre el sus o dho. Baupta. Alin. los referidos ocho cientos arpenes de tierra que quadradas para que disponga de ellos usufrute reglandose a los mencionados actigs. y observando los condicion, prerenedas en el reglimento del escrito. Damas el presente fricado ac'arias mano y representado de año por el infra escripto secretario por S. M. de esta Gobierno. En la Neuva Orleans a diez y seis de Enero de mil sete cientos ochenta y nueva findado. Estevan Miro. Por mdo, de su exe à findado.

ANDRES LOPEZ AMENTO, *Resed'o.*

En registre au livre coté A, No. 297, fo. 460 & 461, des reclamations des terres pour les comptes a accadia et a Iberville paroisse, St. Jacques, le vingt neuf Decembre, mil huit cent et de l'Independance des Etats Unis D'Amerique la trente unieme année.

(Signed) MICHAEL CANTREL, *Deputé.*

No. 297.

Etienne Commo claims a tract of land situated on the road leading to Galveztown, in the county of Iberville, containing eight hundred superficial arpens, and bounded on one side by land of Louis Lecomte, and on other sides by vacant lands. This land was surveyed by Don Carlos Trudeau, in the year 1789, in favor of Baptiste Allain, who obtained a complete grant for the same, in the same year, from Don Estevan Miro, the Governor; under which grant, the claimant holds by virtue of regular sales.

Confirmed.

I, Samuel H. Harper, register of the land office for the eastern district of Louisiana, do hereby certify that the foregoing plat of survey and Spanish grant, are true copies taken from book A, at pages 460 and 461, and now in my possession; and that the foregoing confirmation of said tract of land, is a true copy from the book of decisions, made by the late board of commissioners for this district, entitled "Decisions, Acadia and Iberville, Galveztown and Point Coupeé," also in my possession.

Given under my hand at New Orleans, this 3d day of June, 1828.

(Signed) SAM'L H. HARPER, *Register.*

Translation.—No. 297.

I, Don Carlos Trudeau, royal and private surveyor of the province of Louisiana, certify, that a tract of land of eight thousand arpens has been measured on behalf of Baptiste Allain; the measurement thereof has been made with the perch of the city of Paris, eighteen feet long, (pieds de roi, french measure,) according to the custom

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of this colony. The aforesaid tract of land is situated in the district of Iberville, on the road which leads to Galveztown, about one league east of the river Mississippi, and bounds on one side by a tract of land not yet undisposed of, and of the dominion of his majesty. In the measurement of the aforesaid tract of land, the trees indicated on the foregoing survey were marked as limits thereof in the direction of north and south, with east and west, without attending to the variations of the needle.

In testimony whereof, I have given the present certificate, in virtue of a decree of his honor, dated the eighth day of the month of March of the past year, one thousand seven hundred and eighty-seven.

(Signed) CARLOS TRUDEAU.

January 8th, 1789.

Don Estevan Miro, colonel of the royal armies, governor of the province of Louisiana and West Florida, and inspector of the royal troops therein stationed, &c., having seen the above proceedings made by Don Carlos Trudeau, surveyor of the province, on giving possession to Baptiste Allain of the quantity of eight hundred square arpens of land, situated in the district of Iberville, on the road which leads to Galveztown, about one league east of the Mississippi; bordering on one side, on a tract of land not yet measured, and belonging to Louis Leconte; and on all other sides, on lands not yet disposed of, and of the dominion of his majesty, as appears from the preceding plan of said survey; and acknowledging the said proceedings to have been carried on according to the usages of surveying, and with the consent of the aforesaid proprietor of the neighboring tract, without causing any prejudice to the latter, and without having objected to it; which consent appears by his assisting at the said operations, approving of them as we approve of them.

In consequence of the premises, and in virtue of the power granted to us by the King, we give, in his royal name, to the aforesaid Baptiste Allain, the said eight hundred square arpens of land; that he may dispose of them, and use them, in pursuance, however, to the mentioned proceedings, and observing the conditions agreed upon in this transaction.

We give the present, signed by our hand, sealed with our coat of arms, and signed, likewise, by the undersigned, secretary of H. M. for this government, New Orleans, January 16th, one thousand seven hundred and eighty-nine.

(Signed) ESTEVAN MIRO, *for*
M. DE SUSRIA,
ANDRES LOPEZ ARMESTO.

Recorded in the record of land claims for the counties of Acadia and Iberville, parish St. Jacques, the twenty-ninth of December,

of the year one thousand eight hundred and six, of the Independence of the United States of America the thirty-first.

(Signed) MICHAEL CANTRELLE,
Deputy.

No. 279.

Estevan Miro claims a tract of land situate on the road leading to Galveztown, in the county of Iberville, containing eight hundred superficial arpens, and bounded on one side by land of Louis le Conte, and on the other side by vacant lands.

This land was surveyed by Don Carlos Trudeau in the year 1789, in favor of Baptiste Allain, who obtained a complete grant for the same, in the same year, from Don Estevan Miro, the governor, under which grant the claimant holds by virtue of regular sales.

Confirmed.

I, Samuel H. Harper, register of the land office, for the eastern district of Louisiana, do hereby certify, that the foregoing confirmation is a true copy, taken from a book of decisions made by the late board of commissioners for this district, entitled "Decisions—Acadia and Iberville, Galveztown and Point Coupée," in my possession.

Given under my hand, at New Orleans, this 3d June, 1828.

(Signed) SAMUEL H. HARPER, *Register.*

The defendants also exhibited, as evidence, the following plat of survey, to wit:

Pursuant to an order from the United States District Court of Louisiana, I have surveyed the claim of Tillotson and Pritchard, and so much of the conflicting claim of John Minor as was requested by either party, and which were necessary, in order to make a connection with the surveys on the Mississippi. All of which are fully and correctly represented in the above map, in which the lines run by me are denoted by the red colors, and will be better understood by reference to the field notes hereunto subjoined.

Returned February 2d, 1829.

(Signed) JAMES ALLISON,
Dep. Surveyor.

I certify that the above plat is a true copy of the original deposited in this office.

(Signed) WM. FULSOM,
Principal Dep. Sur.

Began, January 5th, 1829, at the northwest corner of the claim of Tillotson and Pritchard, at a post near a large over cup oak tree, and 48 links to another over cup oak, bearing S. 6° W. near the High Prairie; thence with the line already established S. 30° W. cross the prairie 30.50 chs.; 33 chs. to low wet land; 41.50 chs. to

cain and brule; 50 chs. to wet land; 57 chs. to swamp; 69.50 chs. to cane; 87.50 to New River; 1.00 chs. wide; 116.36 chs., and stopped 46 links to the left of the corner post; 1.60 chs. to a live oak bearing N. 15° W.; thence N. 89° 30 W. 20.37 chs. and ten links from the old corner post; 35 links to a cotton wood, about one foot in diameter, bearing S. 72 W. and 70 links to a red oak about two feet diameter, bearing N. 79° W.; thence So. 30° W. on the west side of Laurel Ridge, 10 chs. to low land; 14 chs. to cane; 25 chs. to Brule; 40.74 chs. 40 links to the right of the old corner post; thence S. 89° 30′ E. 11 chs. to a pond 2 chs. wide; 27.50 chs. to a pond 3.50 wide; 42.50 to a pond 3.50 wide, at 74 chs. left the Brule; 98 chs. to a small bayou 50 links wide, running a northeast course; at 114.36 chs. planted a post 25 links within the lines of Anderson and Henderson, and 37 links to a large gum, bearing N. 32° W.; 20 links to a red oak bearing N. 64° W.; 12 links to a small holly bearing S. 55° W.; thence N. 30° E. 40.74 chs., and planted a post 8 links to an ash bearing S. 60° E.; 24 links to a red oak bearing N. 50° W.; thence N. 89° 30′ W. 17 chains to a small bayou 50 links wide; 26.50 chs. to the same; 39 chains to the same; at 78.57 chs. cornered; thence returned to the place of beginning, and run S. 89° 30′ E. 8.50 chs. to swamp; 17. 50 chs. to the old corner post in the swamp; 75 links to a large cypress, bearing S. 5° E.; thence S. 30° W. 10.00 chains to high land; 40 chs. bayou, 40 links wide; 52.52 to the same; 65 chs. to the same; 70.00 to New River; 20 links to the left of the entrance of a little bayou; 116.42 chs. to the intersection of the last line run N. 89° 30′ W.; 35 links to the east of the end, and planted a post; 25 links to a red oak bearing N. 38° W.; 47 links to a gum bearing S. 18° E., where I completed the survey, containing six hundred and seventy-seven and 15.100 superficial acres, or eight hundred superficial arpens; having such shape, form, and marks, natural and artificial, as are represented in the above map; thence to the northwest corner of the Madam Judice claim, and run S. 10° 05 W. 29.48 chs. to a post; thence S. 80° 50′ E. 20.67 chs. to Tillotson and Pritchard's line; thence with their line N. 30° E. 25.96 chs. to the beginning corner; thence to the southeast corner of the Madam Judice's claim, found on New River; thence N. 10° 5′ E. 2.52 chs.; thence N. 80° 5′, 5 chs. to the upper line of Joel Tenoy's settlement right running N.; thence 40 links to the river, and following the meanders of the river down, run S. 67° E. 7 chs., S. 70° E. 4.50 chs., S. 87° E. 2.83 chs., N. 30° E. 10.09 chs., N. 16° E. 2. 23 chs. to the lower lines of said claim, running north; thence to the river Mississippi, and run on Mr. Minor's lower line N. 33° 35 E. 116.36 chs. and planted a post; thence on the course last mentioned 42 chs. to small bayou 60 links wide; at 73.50 chs., intersected the southern boundary line of the claim of Tillotson and Pritchard, near the corner; thence to the upper line of Mr. Minor's old tract, and run with said line N. 23° 35′ E. 116.36 chs., and

planted a post; thence N. 67° 10' W. 15.70 chs. to the intersection of Tillotson and Pritchard's western boundary line on the fourteen arpens produced out for that purpose, 22 chs. from the corner. All of which being done, has, with former surveys, enabled me to make the above connected map, nothing more being required by either party. Completed January 24th, 1829.

(Signed) JAMES ALLISON,
D. Surveyor.

DONALDSON, 19*th February*, 1827.

I certify that the above is a true copy of the field notes deposited in this office.

(Signed) WM. FULSOM,
P. D. Surveyor.

And, on the trial of this cause, to wit, on the fifteenth day of March, 1830, the plaintiff, by his attorney, took the following bills of exceptions, which were allowed, signed, and filed, to wit:

DISTRICT COURT OF THE UNITED STATES,
Eastern District of Louisiana.

JOHN MINOR,
vs.
SHUBAL TILLOTSON.

On the trial of this cause, the plaintiff, having set up title to the premises in dispute, by virtue of a sale from Gen'l Wade Hampton, dated 5th of April, 1819, annexed to this bill of exceptions, and marked A, offered in evidence to the jury the paper marked B, purporting to be a copy of the grant under which said Hampton claimed, and which copy had been duly presented and registered by the land commissioners of this district, in the year 1806, having first proved that many of the ordinances of the Spanish governors of Louisiana had been deposited in the notarial office of Pedro Pedescloux, the notary who certified the said paper under his hand and notarial seal, and who is now dead; and also having first proved that the original grant was once in the possession of Gen'l Wade Hampton, but that he had, by his attorney, applied to said Wade Hampton for it, who gave a bundle of papers, saying they were all the titles to his Honnas lands, in his possession, but which bundle did not contain the original of the paper marked B. The plaintiff also offered in evidence the translation of said paper marked B, published by Congress, at pages 954, 955, and 956, of the land laws, &c. of the United States, published in the year 1828. These papers were objected to, on the ground that they were not the best evidence, and that due diligence had not been used to procure the originals; and the court sustained the objections. The plaintiff also offered in evidence the original mortuary proceedings that took place under the Spanish Government, relative to the will, inven-

tory, sale, and settlement, of the succession of Gilbert Antonio St. Maxan; from which mortuary proceedings the following extracts are truly made, and marked C; and also a copy of the proceedings by Evan Jones, the commandant of the parish of Ascension, duly certified and marked D, to show, by all the foregoing proceedings, that a complete title, by purchase, to the lands, of which the premises in dispute are a part, had been acquired by Don Louis Faure, under whom Wade Hampton claimed title.

The documents were objected to as evidence, on the ground that they did not show a complete title to said Faure; and the objection was sustained by the court.

The plaintiff, by his counsel, also offered in evidence the notice of the claim of Donaldson and Scott, under whom Wade Hampton claims title to the premises in dispute, presented to the commissioners of the United States for adjusting claims to lands in the eastern district of the State of Louisiana, appointed under the act of Congress of the 6th March, 1805, which claim is numbered 133, and all the proceedings and documents filed with said commissioners, and their decision thereupon, (all of which documents the paper marked E contains true copies,) to show that the title of the Government to the lands of which the premises in dispute are a part, had been divested.

The evidence was objected to, on the ground that it did not show that the title of the United States was divested as to the whole of the claim, and that the decision of the commissioners was not final as to the Government; and the court sustained the objection.

The plaintiff having set up title to part of the land in controversy, by purchase from the United States, offered in evidence the certificates of purchase, marked F and G, also the receipts marked H, the survey marked I and K—the signatures of which were admitted.

The said documents were objected to as evidence, on the grounds that the sales, and surveys, and certificates of purchase, did not divest the title of the United States to the lands, because no patent had been issued, and the lands were cultivable lands, bordering on New river, and because the said papers had not regularly issued from the land office, and are irregular on their face, and because the survey of said lands, made under the orders of the court, and given in evidence by the plaintiff, and which forms a part of this bill of exception, shows these lands to border on New river. The plaintiff prayed the court to admit the documents in evidence, and leave to the decision of the jury, upon the testimony which should be produced, the question whether New river was such a water-course as was contemplated by the act of Congress; but the court refused to permit the documents to be read in evidence, as well as all the other documents mentioned in this bill of exceptions. To all which opinions of the court the plaintiff, by his counsel, excepted, and prayed the court to sign this his bill of exceptions; which is accordingly signed.

(Signed) SAM'L H. HARPER.

Copy of document marked "A."

Before Michel de Armas, notary public in and for the city of New Orleans, State of Louisiana, United States of America, and in the presence of witnesses hereinafter named and undersigned, personally came and appeared General Wade Hampton, of the parish of Ascension, in the State aforesaid, who did declare and say, that for and in consideration of the sum of two thousand four hundred dollars, to him in hand well and truly paid before signing these presents, by William Kenner, of this city, merchant, acting for and in the name of John Minor, of Natchez, the receipt whereof he, the said Wade Hampton, doth hereby acknowledge, and thereof, and from every part thereof, doth acquit, release, and discharge the said John Minor, his heirs, executors, and administrators, and every of them, forever; by these presents, he, the said Wade Hampton, hath granted, bargained and sold, and by these presents doth grant, bargain, and sell, unto the said John Minor, here represented by his said agent, Wm. Kenner, accepting for his said principal, his heirs and assigns, twelve hundred acres of land, to be laid off adjoining the back line, which shall be legally and finally established to his, the said John Minor's, tract called Waterloo, and the two little places above, which, together, are supposed to be of six acres, and between the same and the Honnas grant, that is to say, between the front line of that portion of the Honnas grant which was formerly owned by Donaldson and Scott, and is now the property of the said Wade Hampton; the said twelve hundred acres to be laid off to the said John Minor the said width of the Waterloo tract and of the two little places above mentioned, at the aforesaid division line, when the same shall be established, and extend back, by parallel lines, for complement, together with all and singular the right, members, and appurtenances thereunto belonging; to have and to hold the said twelve hundred acres of land, and all and singular other the premises hereby bargained and sold, or mentioned, or intended so to be, with theirs and every of their rights, members, and appurtenances, unto said John Minor, his heirs and assigns, forever. And the said Wade Hampton and his heirs shall and will warrant, and forever defend, the premises aforesaid unto the said John Minor, his heirs and assigns, against all and every person and persons whatsoever. It is, however, understood and agreed, expressly, between the contracting parties, that the said Wade Hampton, his heirs, executors, administrators, or assigns, shall, in no event, be liable or subject to greater or higher damages, under or in consequence of the aforesaid general warranty, than the aforesaid sum of two thousand and four hundred dollars, with the interest which may accrue thereon from the date of this sale, at the rate of six per centum per annum. According to the certificate of the recorder of mortgages of this city, bearing equal date herewith, there is no other mortgage registered against the vender, on a plantation situate in the county of Acadia, but

the one given before the judge of the parish of Ascension on the 2d day of May, eighteen hundred and twelve, in favor of the representatives of the late Edward D. Turner, for securing a sum of six thousand dollars; the said mortgage, by act before Narcissus Brontin, notary public in this city, bearing date the 15th of July, eighteen hundred and thirteen, having been transferred by Antonio Peytevan, in the name and as surviving partner of the firm of Renaud & Peytevan, in favor of the Louisiana Bank, for securing sixteen thousand dollars out of the fifty-one thousand seventy-three dollars and nineteen cents, which the said Peytevan declared to be then due to his said firm by Wade Hampton and Daniel Clark, and for securing which they had mortgaged a plantation called Honnas, and situated in the parish of La Fourche, which mortgages the said vender binds himself to have raised as soon as possible, inasmuch as he declares that each of them has already been entirely satisfied and paid.

Done and passed at New Orleans, at the office of the said notary, on the fifth day of the month of April, in the year of our Lord eighteen hundred and nineteen, and in the forty-third of the independence of the United States of America, in the presence of Alphonse Robin and Benoit Peguon, witnesses to these presents. And the said appearers have hereunto set their hands, together with the said notary and witnesses.

(Signed) W. HAMPTON,
WM. KENNER,
B'T. PEGUON,
A. ROBIN,
MICHEL DE ARMAS,
Not. Public.

I do hereby certify the foregoing, New Orleans, January the twenty-sixth, eighteen hundred and twenty-eight.

(Signed) FELIX DE ARMAS,
Notary Public.

Copy of document B, referred to as making part of the foregoing bill of exceptions.

Concession.

Sor. Gobernador General, Dn. Mauricio Conway vecino de esta immediacion con el debido respeto á V. S. hago presente, que hallandome en los terminos de ir á establecenne por arriba sobre la tierra que j[illegible]atanete. Con Dn. Alexandro Satil, y con el agrado de V. S. hemos comprado de los Yndios. Houmar cuyo terrino se halla enteremento falto de cucas y desmontado á mas de una legua en el fondo, demodo que la cipriera distará de como una legua y media del rio Suitener yo derecho á ella por no habersenos concedido V. S. mas de los cuarenta arpanes del fondo ordinario, con cuya corte-

dad no puedo alcanzar los Cipres necesarios á la formacion de mis barreras y dimas utilidades de una habitacion por tanto. A. V. S. rendidamte. suplico, se digne en esta atencion concedeme todo et fondo que hubiere vacante, tras ó al cabo de los sus o dichos cuarenta arpanes de fondo por putenecerme abora en totalidad la mencionada tuvia mediante la venta y cecion que por del ante del escribano Dn. Andrés Almonaster, á cuatro de Enero del cerrte, año se me ha hecho de la porcion ó mited que correspondia al prescitado Mr. Satil suplicando asi mismo V. S. se sirra comisionar à Dn. Luis Andry a que venga á darme posecion del expresado frente y fondo poniendo los correspondientes linderos y dandome testimonio del todo para mí govierno y resguardo por cuya gracia viviré para siempre reconocido. Nueva Orleans, nueve de Septiembre, de mil sete cientos setenta y seis.

MAURICIO CONWAY.

Decreto.

Nueva Orleans, veinte y siete de Setiembre, de mil sete cientos setente y seis, el segundo ayudante de esta plaza Capitan Dn. Luis Andry pasará á la tierra que expresa este memorial y dará posecion al suplicante de la que nubiere vacante despues de los cuarenta arpanes de profundidad que posée siguiendo la misma direccion de estos estando vacantes y no perjuiciando á los circumvecinos para lo que le señalara términos y linderos, estendiendo á continuacion las diligencias que practicáre firmandolas con los susodichos, y me las truerá para procerlo de su titulo en forma.

UNZAGA.

Certificacion.

Dn. Luis Andry, capitan de infanteria y segunde agredante mayor de la plaza de la plaza, de la Nueva Orleans, comisionado por su Señoria el Sor. Gobernador General de esta provincia de la Louisiana, á fines del antecedente memorial y decreto. Certifico habor pasado hoy dia nueve del mes de Octubre del corrte, año de mil sete cientos setenta y seis, a la tierra de que se trata en los anteriores documentos cituada en el distrito de la parroquia de la ascencion ó de la Fourche sobre la margen izquierda de este rio Misisipi, como á veinte y dos leguas por arriba de esta referido capital acompañado del pretendiente Dn. Mauricio Conway, y del comandante del mencionado distrito, Dn. Luis Judice, á quien inste por inteligente gl. es en el idioma de los Yndios Houmas y Bayagoulas á que se serviora llanar al gefe de ellos nombrado Calabe vendedor del en presado terreno para que me enseñase los termiños gl. le hun limitar por arriba y por abajo, lo que habiendose executado así y habiendo concurrido el citado gefe, me respondio por medio del enunciado interprete y commandante, extenderse el terreno vendido por él y anteriomete, ocupado por los Yndios desde el limite inferior de

Francisco Dahan, por arriba hasta el de Miguel Chiasson, por abajo aunque no concuerden actualmte. estos apellidos con los que se hallan asentados en el instrumento de venta por haber varias veces desde la citada eposa mudado de poseedor las insinuadas estancias; cuyo intermedio medé luego, tirando á este efecto por el monte las lineas precisas para cerciorarme de su extension; cuyas lineas se hallan figuradas en el plano ó bosquejo de mis operaciones que entrequé al referido pretendiente y hallé que cabe noventa y seis arpanes de frente al rio, en sanchandose de ciento y viente grados hacia ser fondo por su situacion en el recover de la encenada dirigiendose la linea de arriba limitrofa con Francisco Dahan, á cincuenta grados del norte acia el este; evacuado el medimiento del antedicho frente procedé en poner al pretendiente en posecion de la profundidad ql, por el antecedente decreto seleotorga; á cuvo efecto habiendome restituido á la linea de arriba, que colinda con el predicho Francisco Dahan, reconocé en su presencia los terminos clarados por mé el dia 22 de Diciembre, de 1773, los cuales aun existen en la misma situacion distancia y direccion ambos de palo moral, el primero de cinco pies y ocho pulgadas de largo y de sies y nudia sobre siéte pulgadas, de cuadradura punteagudo de siete pulgadas por su cabesa y con culata bruta, puesta de dos pies y medio en tierra, á trienta y siete tocsas y dos pies de distancia de la margen actual del rio; y el segundo de seis pies y cuatro pulgadas de largo y de seis sobre siete pulgadas de grueso, con punta culata, y plantacion igual a las del primero, á un arpan ó trienta tocsas mas por atrus acia el fondo, despues segué á la misma linea y en el enunciado rembo de cincuenta grados del norte acia el oeste hasta los cuarenta arpanes de profundura abriendome á decho, efecto un caminito por el monte á cuyo punto hice clarar un lindero de cépre de seis pies de largo y de seis pulgadas de grueso en cuadro punteagudo de ocho pulgadas por arriba y conculata bruta enterrada de dos pies y medio, y á dos arpanes mas lejos todavia; esto es á cuarenta y dos arpanes del rio; puse otrotermino egual entodas sus circenes tancias á el que se acabe de tratar. Finilizada esta linea llegué à la de abajo limitrofa con Miguel Chiasson á quien igualmte. llamé y procediéndo el medimiento de los siete arpanes gl. pr. decreto del 27 de Setiembre, de este mismo año se le ha concedido el expresado Gobernador hice clarar en ella dos terminos de palo de moral, el primero de cuatro pies y diez pulgadas de largo, y de como cinco pulgadas y media de grueso en cuadro mal cuadrado, puntagudo de ocho pulgadas por su cabera y plantado de viente pulgadas en tierra, á viente tocsas de distancia de la margen del rio en la actualidad, y el segundo de cuatro pies y ocho pulgadas de largo y de cinco pulgadas de cuadradura mal cuadrado tambien con punta de siete pulgados y clavado tambien del susodicho fondo de viente pulgadas en tierra á otras viente tocsas mas por el fondo; despues de que prosequé por el monte (y en la referida direccion de setenta grados del norte acia al este) á la misma linea hasta los cuarenta arpanes de profundura; a

cuyo punto hice plantar un termino de cipre de seis pies de largo y de siete pulgadas de greuso en cuadro con peneta de diez pulgadas y culata bruta clarada de dos pies y medio de profundidad en terra; y ó dos otros arpanes mas lejos todavia esto es á cuarenta y dos arpanes del rio hice poner otro lindero del mismo tamaño é igual en todas sus circumstancias al antecedente para no desviar el rumbo. Y epara que de todo lo antes expresado conste doy la presente certificacion que he firmado yo con el expresado interezado Dn. Mauricio Conway, y con el menciónado comandante é interprete en el asunto Dn. Luis Judice, habiendo declarado el gefe Yndio Calabe y los dos colindantes Francisco Dahan y Miguel Chiarron, no saber firmar de todo lo que doy fé en la referida costa ó districto fecha, ut supra.

MAURICE CONWAY.
LUIS ANDRY.
LUIS JUDICE.

Dn. Bernardo de Galvez, coronel del batallon de infanteria de la Louisiana, Gobernador intendente é inspector general interino de ella, &ca. Vistas las antecedentes diligencias practicadas por el segundo ajudante de esta plaza Capitan Dn. Luis Andry, sobre la posecion q'l ha dado á Dn. Mauricio Conway, en virtud del decreto antecedente de mi antecesor de toda la tierra vacante detras á á la espalda de los quarenta primeras que posée sobre noventa y seis arpanes de frente al rio siguiendo la misma direccion que estos, y reconociendo estar regladas en orden de agremensura, y á las concesiones de los circunvicinos sin que á estos se los cause perjuicio algano, ni que lo hayan reclamado, y si bien consentido segun justifico su asistencia á dichas operaciones, aprovandolas como las aprovamos. Usando de la facultad que el Rey tiene concedida otorgamos en su real nombre al referido Dn. Mauricio Conway, la citada tierra detras, ó alcaso de los cuarenta arpanes que contiene su habitacion en el distrito de la de la Fourche sobre noventa y seis de frente al rio seguiendo la misma diercion que corren aquellos para que como propios disponga de ellos y los usufrute arreglandose á las mencionadas diligencias y observando las condiciones prescripta en el reglamto, del asunto Damos la presente firmada de nuestro puno sellada con el sello de nuestras annas y refrendada del infraescripto secretario de este Gobierno. En la Nueva Orleans, á viente y uno de Junio de mil cetesientos sienta y siete, Bernardo de Galvez (lugar del sello,) Por mando de su Senia.

JOSEPH FOUCHER.

Es conforme á su original que corregé y concuté y devolvé á la parte, y á su pedimto, doy el presente en la ciudad de la Nueva Orleans, á doce de Junio de mil ochocientos y cinco y el vigisimo nono de la independencia de los Stados Unidos de America.

PEDRO PEDESCLAUX, *Notario.*

Sor. Yntendente General, Dn. José Zamora, con le debido respecto expone á V. que que teniendo encargo de Dn. Luis Feaure, cirugano mayor de la plaza de Baton Rouge, para ql. le remita una copia del remate ql. se ha celebrado de los tierras de otumá por ser propietario de ellas en virtud de la adjudicacion que en el se hiro; y como para poderlo verificar es necesario ql. Dn. Carlos Xemines, escribano publico le expida deho. Documento por hallarse los originales en el oficio de su cargo. A. V. Suplica se sirva mandar se le despacha, y es gracia ql. recibirá de la justificacion de vme, Nueva Orleans, 13 de Novre. de 1798. José Zamora, como lo pide, Proveyolo el Sor. Licenciado Dn. Manuel Sevrano, acesor gral. de la Yntendencia é intendente gral. interino de esta provincia de la Louisiana, por S. M. ql. lo rubrico en la Nueva Orleans, á catorce de Noviembre de mil setecientos noventa y ocho anos

CARLOS XIMENES.

No. 9. En dicho dia mes y año yo el escribano notifique el decreto siguiente á Dn. Joseph Zamora en su persona doy fé. Ximenes. En la ciudad de la Nueva Orleans, á tres de Deciembre de mil setecientos noventa y ocho, yo Dn. Pedro Derbigny, interprete publico y nombrado en esta causa hice la traducion de las diligencias ql. antecedese, enlos terminos siguientes. En la Fourche de Chetimachas parroquia de la ascension provincia de la Louisiana, hoy doce del mes de Agosto del año de mil setecientos noventa y ocho, nos. Dn. Evan Jones, capitan del regim'to, de milicis provinciales de infanteria, de los alemanes y comandante del ante dicho distrito, para el cumplinto. y execucion del decreto antecedente, nos transportionos á la puerta principal de la Yglesia de la dicha parroquia donde, al salir de la Santa Misa, hallandose juntado un numero crecido de vecinos y otros individuas hemos hecho publicar y pregonar con alta é intelligible voz, por Juan Bautista Cazebon, pregonero ordinario, que incontenente ibamos á proceder à la venta y remate final, al mayor postor, de la mencionada tierra cituada en el parage llamado Houmar perteneciente à la sucecion del difunto Sor. Coronel Dn. Antonio Gilberto de San Maxent, teniendo viente y nueva arpanes de fronte con la profundidad que peuda hallarse, abriendose de como trienta y seis grados, lindando por arriba à la tierra de Francisco Duhon, y por abajó à la de Patricio Conway, con la condicion de que el rematatador ó comprador tendrá que pagar de contado el precio del remate, y conforme à este habiendose pregonado con alta voz dicha tierra, y toda persona encitada à prejar, la puso primero Dn. Joseph Landry, à la cantidad de mil y cien peros fuertes, despues Dn. Raimando Brand à mil ciento y cincuenta peros, Dn. Joseph Landry à mil doscientos peros, Dn. Raimando Brand à mil y trescientos peros, Dn. Pablo Landry à mil y cuatro cientos peros, Dn. Raimando Brand a mil y quinientos peros, Dn. Joseph Landry à mil quinientos cincuenta peros. Dn. Raimando Brand à mil seiscientos peros, Dn. Joseph Landry à mil seiscientos

veinte y cinco peros, y Dn. Luis Faure, à mil seiscientos y cincuenta peros, y despues de varios pregones y de haber aguardado mas de dos horas sin que se haya presentado nadie para pujar mas, hemos rematado y rematamos final y definitivamte, la dicha tierra con todas y cual es quiera sus pertenencias y ventujas asi como ahora està al ante dicho Dn. Luis Faure y à sus herederas para siempre, por la expresada cantidad de mil seiscientos cincuenta peros, que nos ha payado de contado y el dicho Luis Faure, que se haya presente habiendo acceptado y aprovado la dicha adjudicacion à su favor de que sa ha dado por satisfecho y contento por haber visto y visitado la dicha tierra, hemos cerrado y cerramos el presente remate, y firmó el memorado Dn. Luis Faure la presente escritura en presencia de los Sus. Joseph Bujeaud, Pedro Arrieux, Joseph Comer, y Raimando Brand, testigos (tutigos) de asistencia requeridos que han firmado con nos en el dicho dia mes y año. Luis Faure, Joseph Bujeaud, Pedro Arrieux, Joseph Comer, Raimando Brand, y nos comandante Evan Jones. Cuya traducion expresó dicho interprete haber hecho bien fielmente segun su leal saber y entender y la firmó ante mi el escribano de que doy fé. Pedro Derbigny, ante mi. Carlos Ximenes. Es copia del remate traducido del idioma Francés al Español celbrado à favor de Dn. Luis Faure, de las tierras nombradas Houma, correspondientes à las sucesiones del difunto Sor. Coronel Dn. Gilberto Antonio de San. Maxent, en la Fourche ante su comandante Dn. Evan Jones, que se halla colocado à foxas trescientos noventa y una à trescientas noventa y cuatro de los antos sobre la venta de bienes de dicha sucesion, à que me remito, y cumpliendo lo mandado, doy la presente en la Nueva Orleans, à catorce de Diciembre de mil setecientos noventa y ocho. Carlos Ximenes. Stephen de Quinones, notario publico de esta ciudad y territorio de Orleans, por los Estados Unidos de America. Certificio en la mejor forma ql. puedo y debo: que en los autos de la mortuoria del difunto Sr. Coronel de milicias Dn. Gilberto Antonio de San. Maxent, en la plaza principal No 1, folio doce se halla una clausala de su testamto testimoinado que es la decima tercia del tenor seguiente.

13a. "Dedaro para lo que pueda importar, tener entre mis bienes una habitacion en el parage nombrado Humas como à diez y ocho leguas de esta dicha. Ciudad, la ql. compré en seis mil peros de Dn. Mauricio Conway, habra siete años por escritura en uno de los oficios de esta ciudad, con diez y ocho arpanes de frente, y con mas de cuatro leguas de profundidad."

En el incidente No. 2, de la mortuoria de deho, Sr. de St. Maxent sobre la venta de sus bienes à fojas tres cientas sententa y ocho, se halla el areto del tenor siguiente estractado.

"Y en cuareto a las tierras de Humas, librese el despacho que se pide incertandose el contenido del escrito antecedente para que nombrando los peritos que acepten y juren, tusen las tierras y las

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venda al contado, excediendo de los dos tercios, remitiendo su importe en primera ocasion segura.

JUAN VENTURA MORALES,
LDO. MANUEL SENANO."

A fojas trescientas setenta y ocho vuelta del mismo incidente, se halla la siguiente representacion hecha por Dn. Evan Jones, comandante que fué de la parroquia de la Fourche, al Sr. intendente de real hacienda.

"Hallandome en camino pa esta ciudad, recibi el despacho antecedente, el que no he podido ejecutar por la razon expuesta, y necesitandose segun me hago cargo de que la estimacion de las tierras de las Humas, se ejecute con la major anticipacion, lo ql. no podrá verificar se hasta mi regrero à mi destino; hago presente à vmd. que en esta ciudad se hallan dos sugetos, y son Dn. Simon Ducaurneau, y Dn. Alejo Lessasier que tienen bastante conocimiento de la calidad y circunstancias de la dicha tierra; por lo ql. podrá vmd., si lo tiene à bien mander se estime por las susodichas. Nueva Orleans, primero de Agosto de mil setecientos noventa y ocho.

EVANS JONES."

Que seguiamte, hay el decreto siguiente, Nuevo Orleans, tres de Agosto de mil setecientos noventa y ocho: con atencion à lo ql., produce la diligencia antecedente, procedase al avaluo de las tierras Houmas, por Dn. Simon Ducourneau y Dn. Alejo Lessasier, aceptando y jurando antes Morales, Ldo. Senano.

Ante mi, CARLOS XIMENES.

En el mismo incidente y à fojas trescientas y ochenta buelta se halla la estimacion siguiente:

Estimacion.—En la ciudad de Nueva Orleans, en dicho dia mes y año ante mi el escribano, parecieron Dn. Alejo Lessasier y Dn. Simon Ducourneau apreciadore, nombrados en estas diligencias y enterados del decreto precedente, como tambien del anto contenido en el despacho anterior proveido en once de Julio, ultimo dijeron; que en atencion à tenor conveimto, inteligencia é instruccion de las tierras Humas pertenecientes à la sucesion del sor. difunto coronel Dn. Gilberto Antonio de San Maxent, distantes de esta capital como viente y cuatro leguas, hecho cargo de que la dotacion de estas tierras se compone como de viente y nueve arpanes de frente, con mas de cuatro leguas de profundidad, las tasaban y des de luego tasan, despues de haber consultadose entre si, y acordàtilase en la cantidad de dos mil y cuatro cientos pesos, con atencion à ser una tierra despoblada de el dia, sin édificios ni cosa de provecho sobre ella; cuijo precio es el que le dan por ser el que consideran valer, y no mas; y firmàron de que yo el escribano doy fé. A. Lessasier, S. Ducourneau.

Ante mi, CARLOS XIMENES.

Y seguindante hay este decreto: El presente escribano pasará à la casa del impresor y manifestare dole la tasacion precedente de las tierras de Humas, har a coloque noticia de ellas en el periodicio, eunciando que su venta se hará el trece del comte, à las cuatro de la tarde en esta intendencia.

MORALES.
LDO. SERRANOS.

Al folio tres cientos ochenta y dos hay la siguiente notaque pasé noticia al impresor segun se manda para ql. la indugese en el periodica. Doy fé. XIMENES.

Aviso.—Aqui se coloca el aviso estractado (del impresor Dn. Juan Bta. Fontaine) del periodicio No. 41, publicado el nueve de Agosto de mil setecientos noventa y ocho, y es el siguiente: "A vendu, une terre de vingt neuf arpanes de face sur environ quatre lieux de profondeur, située à vingt quatre lieux de la Nouvelle Orleans, du meme bord, dans l'en droit vulguairement appelle Houmas, appartenante à la sucesion de feu Mr. de St. Maxent, estimée en l'invantaire deux mil quatre cents piastres; será adjugée definitivement le trieze du courrant à quatre heures de l'aprés midy à l'intendance, au plus offrent et dernier en cherisseur."

Al folio tres cientos ochenta y dos buelta se halla el decreto siguiente. Nueva Orleans, 6 de Agosto, de mil setecientos noventa y ocho. Respecto à que el decreto antecedente de be cumplirse despues de que Dn. Evan Jones, comandante de la Fourche no hubiese podido vender las tierras; librese despacho con incursion de la tasacion y esta providencia para que proceda à la dicha venta al contado siempre que exeda de las dos tercios del valor dado, no habiendo quien ofresca mas; pague la cantidad que se debe por la construcion del malecon poniendo recibo à continuacion de las diligencias, y remitiendo esta con el resto à este tribunal, dando razon antes del dia treze del corriente con atencion à lo ya decretado en el particular. Juan Ventura Morales, Ldo. Serrano.
Ante mi, CARLOS XIMENES.

Al folio tres cientos ochenta y seis buelta se halla en el idioma Francés el documento que sigue:

A la Fourche de Adjudm.

Chetimachas paroisse de l'Assencion et paroisse de la Louisiane, aujourd'hui douze du mois d' Août, de l'annee mil sept cents quatre vingt dix huit, nous Dn. Evan Jones, du regiment de milices provinciales d' infanterie des alemands et commandant du district susdit, afin de remplir et executer le decret precedent, nous sommes transporté à la porte principale de l'Eglise, de la susditte parroise ou à la sortie de la sainte messe un nombre considerable d'habittants et autres étant assemblée, nous avons fait publier et procla-

mer à haute voix par Jean Bte. Cazelon crieur ordinaire que nous allions tout presentement proceder à la vente et adjudication finale au plus haut et dernier encheresseur de la susditte terra située aux Houmas appartenante à la succession du defunt Colonel Dn. Antonio Gilberto de St. Maxent, contenant vingt neuf arpens de face sur la profondeur qui pourroit s'y trover, ouvrant d'environs trante-six degrées atenant par en haut à la terre de Francois Duhan, et par en bas à celle de Patrice Conway, à condition que l'adjudicataire ou acquereur sera tenu de payer le prix de l'adjudication au comptant; et la dessus la dite terre ayant été criée et proclamé à haute voix, et toute personne invitée à mettre à l'enchère; elle fut mise d'abord par le sieur Joseph Landry à la somme d'ouze cents piastres gourdes; en suite par le Sieur Raymond Brand à onze cents cinquante piàstres; parle le Sieur Joseph Landry, à douze cents piastres; par le Sieur Raymond Brand, à treize cents piastres; par le Sieur Paul Landrey, à quatorce cents piastres; par le Sieur Raymond Brand, à quince cents; par le Sieur Joseph Landry, à quince cents cinquante piastres; par le Sieur Raymond Brand, à seize cents piastres; par le Sieur Joseph Landry, à seize cents vingt cinq piastres; et par le Sieur Louis Faure, à la somme de mil six cents cinquante piastres, et apres plusiers orices et avoir atendu plus de deux heures sans qu'il se soit presenté personne pour augmenter ou couvrir la dite enchère, nous avons adjugé et adjugeons finalement et definitivement la dite terre avec toutes ses circonstances et avantages, quelleconque telle qu'elle se trouve actuellement au sus dit Louis Faure, et à ses heritiers pour toujours pour la susdite somme de mil six cents cinquante piastres, qu'il nous à compté et payé comptant, et le dit Sieur Louis Faure etant present et ayant acepté et approuvé la dite adjudication en sa faveur dont il s'est declarée satisfait et content pour avoir vue et visité la susdite terre, nous avons arreté et arretons la presente adjudication, et le susdit Louis Faure, à signé le present acte en presence de Sieur Joseph Bujeaud, Pierre Chieux, Joseph Cemes, et Raymond Brand, temoins d'assistance requis qui ont signé avec nous le jour, mois et an comme ci-dessus.—Louis Faure, Joseph Bujeaud, Pierre Chieux, Joseph Cemes, Raymond Brand, et nous commandant, Evan Jones.

Al folio dos cientos setenta y seis, se halla la representacion y decreto siguiente: Don Pedro Marigny, caballero de la orden de Sn. Louis. Sus dicho de los acree doses del difunto Sr. Corl. Dn. Gilberto de Sn. Maxent, en los autos de la testamentaria de dicho sor. y lo demas como mejor preceda de derecho dijo; gl. se me ha dado traslado de un aficio dirijido à v. por Dn. Miguel Cantielle, comandante del puerto de Cabaunoce en ésta provincia por el cual participa á v. que la habitacion de esta sucesion situada en el puerto de la Fourche, y llamada comunmente de Humas, no ha sido pujado à añas de mil y quinientos peros sinembargo de haber la hecho pregonar en diferentes Domingos, y ql. le parece será comeniente se suspenda su venta hasta el mes de Agosto proximo, continuando sus

pregones y embiando cedulones à todas los puerto para la inteligencia de aquellos moradores, salvando el mejor dictamen de v. y contestandolo con vista de las autos de la mortuoria de dicho difunto expongo; que con secuente à la clausula decima tercia del testamento de deho. sor. que corre à fojas doce, declaró que dcha. habitacion estaba situada en el parage nombrado Humas, como à diez y ocho leguas de ésta ciudad, que bubo por seis mil pesos de Dn. Mauricio Conway por escritura en uno de los archivos de esta dcha. ciudad compuesta de diez y ocho arpanes de frente, y con mas de cuatro leguas profundidad; cuya habitacion se estimo por tres peritos à fojas ochenta y ocho de estas mismos autos en la cantidad de cuatro mil y quinientos pesos; y en atencion à que la pastura que se hizo de ella no es mas que la mitad de los dos tercios en que à lo menos debe rematarse, y que tal vez aquellos habitantes ignorando el fondo que tierre dcha. habitacion no habran hecho las pujas necesarias por el mas valor que debe tener: se servira vmd. mandar que con insercion de ésta representacion, y la providencia que à ella neayere se libre despacho en forma al relacionado Dn. Miguel Cantiella, afin de que haciendola pregonar hasta el mes de Agosto, remitiendo cedulones à las puertos immediato admitiendo las pasturas que se hie eren que firmaran à continuacion las pastoras y enlerando à todos de la profundidad que tierre dcha. habitacion, les proponga se adjudicarà por et todo ó por partes como mas conveniente les fuere; cuyas pasturas evacuadas en dicho mes de Agosto, las remitirá à éste tribunal para que en su vista se sirva determinar la adjudicacion ql. deba hacerse, segun las mismas a las plasos, y con las seguridades que deban dar los remitadores con fianzas idoneas, por tanto: A v suplico se sirva proveer y mandar hacer como pido con justicia costas, y juro, &c.

PEDRO MARIGNY.

Decreto.—Como lo pide, hay dos rubricas certificio que las copias, como las estructadas anteriores, son conformeo à sus originales ya citados, que a efecto de sacar la presente me manifestó Mr. Bourgois, secretario del conselo de esta ciudad à quien los devolvé corregidos y concertadas y à ellos me refiero como tambien el aviso inserto estractado del libro impreso que me manifestó Dn. Juan Bautista Fontaire, que corregido y concertado, lo conservo en su poder, y à el me refiero, y à pedimento de Dn. Daniel Clark, doy la presente en ésta ciudad de la Nueva Orlenas ó catorce de Octubre, de mil ocho cientos y ocho años, y el trigesimo tercio de la independencia Americana que firmé y sellé con el sello de mi oficio, enmendado, capital, entre, renglones, metre, par, todo vale.

STEPHEN QUINONES,
Noto. Publico.

Copy of document marked D, referred to in the foregoing bill of exceptions.

A Lafourche de Chitimachas, paroisse de l'Ascension et province de la Louisiane aujourd'hui cinq du moi de Novembre, de l'année

mil sept cent quatre vingt dix sept et a onze heure du matin a l'instance du Messrs. Pierre Marigny et Jacques Carrick, syndic por les creanciers de la succession de feu Colonel Dn. Gilbert Antonio de St. Maxent, jr., commandant soussigné en presence des temoins ci-apres nommés me suis transporté à la porte principale de l'Eglise de la paroisse susdite a fin de mettre à l'adjudication au rabois l'entreprise de faire une levée neuve, un fosse de transpiration ses ecoulemens necessaires et un chemin en neuf sur la terre aux Houmas, appartenante a la succession susdite contenant de vingt neuf ou trente arpens de face plus ou moins de la maniere suivante, c'est a dire, que l'entrepreneur ou adjudicataire sera obligé de faire un levée nueve sur la dite terre a la distance de trois quarts d'un arpent au moins du fleuve dans l'endroit le plus proche a commencer a la borne al Francois Dabon par en haut a finir a celle de Mr. Patrice Conway par en bas de douze pieds et a base trois pieds a dernier de ham et de quatre pieds de créte la banquette du cotè du fleuve sera a une toise de large du pied de la levée a la distance en d dans au pied de la levée au fossé de transpiration sera de huit pied, en monter au chemin de vingt cinq pieds le dit fossé de transpiration sera d'un pied, a dernier de crues et de deux pieds de large au ham, et sera conduit dans quelqu'unes de bas fond que la levée trouvera ou bien si il ne se trouve pas de pareil bas fond assez brieux pour egouter les eaux de transpiration l'entrepreneur sera tenude faire un au plusieurs ecoulemens dans la profondeur pour egouter les dites eaux de transpiration le tout sera bien et loyalement finis a sujer a la visite et aprobation du sindic, du quartier et du comm'dt du district, aucun arbre ni souche longue ni restera dans la levée, et seulement il sera permis á l'intrepreneur de laisser de tous les plus gros arbre entre la levée et la fosse de transpiration et dans le chemin en egrendisse dans ces endroits le chemin a proportion et d'un maniere conveable tous les autres arbres seran coupée a rais de chaussée moyennant quoi le dit entrepreneur adjudicataire recevra aussitot l'ouvrage sera recu le prix de l'adjudication a un nombre tres considérable d'habitants et d'autres etant assemblée nous avons fait proclamer a haute voix par Jean Baptiste Casabra crieur ordinaire, que nous alons presentement proceder, a la susdit adjudication au rabois aux clauses et conditions cy-devant specifices, et apres plusieurs criées et tout pason ne et ou moitié de mettre a la dite entreprise a l'encheu elle finu se d'abord par le S. Raymond Brand a raison de soixante et quinze piastres par arpent de crevre chemin et fossé de transpiration avec ses ecoulemens comme cy-dessus dis et ensuite par le Sieur Joseph Landry, a soixante piastres par arpent, et apres plusieurs criées et avons attendée plus d'une heure et demie sans qu'il ce soir presente d'autre entrepreneur pour mettre la dite entreprise au rebois nous avons de nouveau fois publier et proclamer a haute voix que la presente criée etait la premiere et que l'on procedera en ce meme uni Dimanche dix neuf du presente mois pour la seconde fois et derniere criée apres quois nous avon sclos le present

proces verbal en presence des Sieurs Joseph Bujeaud et Pierre Arieux temons d'assistance requis qui ont signé avec nous le jour mois et an comme dessus.

(Signé) PIERRE ARIEUX.

BUJAUD.

Et nous commandante,

EVAN JONES.

Et Dimanche dix neuf du mois de Novembre susdit de l'année mil sept cent quatre vingt dix sept, je comandant susdit, en certifie etre transporté devant la porte principale de l'Eglise paroisseal au district susdit ou a la sortie de la Sainte Messe au nombre tres considerable d'habitants et autres etant assemblée nous avons de nouveau fois publier et proclamer a haute voix par Jean Baptiste Cazebon, crieur ordinaire que nous alons tout presentement proceder pour la seconde fois a deuxieme criée a l'adjudication au rabois de l'entreprise specific dans la proces verbal precedent et aux meme causes et conditions selon les quelles la dite entreprise avait été mise lors de la premiere criée par Mr. Joseph Landry, a raisonde soixante piastres par arpent, et presentemente par le Sieur Raymond Brand a cinquante huit piastres, par Mr. Joseph Landry a cinquante cinq piastres, et par le Sr. Joseph Melancon a cinquante quatre piastres par arpent, et apres plusieurs criées et avoir attendu plus d'une heure et demie sans qu'il se sois presenté d'autre entrepreneur pour mettre la dite entreprise au rebois nous avons de nouveau fois publier et proclamer haut voix par le sindic Jean Baptiste Cazebon, crieur ordinaire que la presente etait pour la seconde fois et deuxieme criee que l'on procederon en ce meme jour Dimanche vingt six du presente mois de Novembre, à l'adjudication finale de la susdite entreprise apres quois nous avons clos le present proces verbal en presence des Sieurs Joseph Bujaud et Pierre Arieux, temoins, d'assistance requis qui ont signé avec nous, le jour, mois, et an comme dessus. PIERRE ARIEUX.

JOS. BUJAUD.

Et nous commandant. EVAN JONES.

Et Dimanche vingt six du mois de Novembre de l'année mil sept cent quatre vingt dix sept, je commandant susdite ou a issue de la Sainte Messe au nombre tres considerable d'habitants et autre etant assemble, nous avons de nouveau fois publier et proclamer au haut et inteligible voix par le susdit Jn. Bte. Cazebon, crieur ordinaire, que nous alons presentment proceder pour la troisieme et derniere criée a l'adjudication finale au rabois de l'entreprise susdite et aux clauses et conditions cy-dessus specifice selon lesquelles la dite entreprise avait été mise sous la seconde criée par le Sieur Joseph Melaunne a raison de cinquante quatre piastres par arpent de levée chemin, fossé et transpiration et les ecoulemens comme cy-devant dit et presentement par Sr. Joseph Landry a cinquante deux pias-

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tres, par le Sr. Raymond Brand a cinquante piastres, et par Mr. Joseph Landry a quarante neuf piastres par arpent, et apres plusieurs criées et avoir attendu plus de deux heur, sans qu'il se sois presente d'autre entrepreneur pour mettre la dite entreprise au rabois, nous avons adjugé et adjugerons finalement et definitivement la dite entreprise au susdite Sieur Joseph Landry, a raison de quarante neuf piastres par arpent de levée chemain, et fosse de transportation avec ses ecoulemens comme ci-devant specifice a le dit Sr. J. Landry etant present a accepté la dite entreprise selon se conformer auz clauses et conditions susdits et a promis des executer et remplir exactement et fidelement avant les aux haute de la prochaine année la consequence nous avons arretter et clos la presente adjudication, et le susdit Sieur Joseph Landry a signé le presente acte en presence des Sieurs Bujaud et Pierre Arieux temoins requis qui ont signé avec nous commandant le jour moins et au comme cy dessus.

JOSEPH LANDRY.

Jos. Bujaud, Pierre Arieux.

Et nous Commandant.

EVAN JONES.

Nous soussigné, sindic de la paroisse et district et paroisse de la Chitamachas certifions et declarons à tous ceux qu'il appartiendra qu' aujourd'hui cinq du mois de Mars de l'annee mil sept cent quartre vingt dix huit par ordre de Mr. Evan Jones, commandant au dit district nous nous sommes transportes aux Houmas a fin d'examiner la levée, le chemin, le fossé de transpiration, les ecoulemens, et les ponts fait par Mr. Joseph Landry sur la terre appartenant a la succession de feu Mr. de S. Maxent specifies dans le proces verbal de adjudication precedants et meme mieux a tous les egards: au foi de quoi nous donnans la presente declaration a Lafourche, le jour mois et an comme dessus.

PAUL LANDRY, Sindic.
CHARLES LENCOUR, Sindic.
JOSEPH BABIN, Sindic.

A Lafourche de Chitamachas et paroisse de l' Ascension aujourd'hui cinq au mois de Mars de l'année mil sept cent quartre vingt dix huit, je commandant district susdit certifie a tous ceux qu'il appartiendra m'est transporté aux Houmas pour visiter la nouvelle levée, la chemin le fossé de transpiration et les ecoulemens, &c., fait par Mr. J'h Landry sur la terre appartenant a la succession de feu Mr. de St. Maxant, ce que je trouve parfaitement bien fait et conforme au conditions specifies dans le proces verbal cy-devant et meme mieux en consequence j'ai mettre la dite levée que j'ai trouvé environ trente deux arpens et deux toises de long, conforme au plan ci jouté. En foi de quoi je donne la presente a Lafourche le jour mois et an comme cy-dessus.

EVAN JONES.

Montant des pais.

32. arpens et 10 toises de levée, &c. $49 par arpent - $1,568

Da Commandant, &c.

3. vacations, &c., l'adjudication, a $15.4 ps. - -	16.4
3. arpens, &c., la diferentes paroisse - - -	1.4
Pour l'acte de l'adjudication - - - -	3.00
	23.00
Pour le crieur - - - - - -	1.04

A.—V.

L'arpentage de la levée, 32.10 - - - -	16.
Plan ou copie avec certificat, &c. - - -	3.4
	44
	$1,612

29. Arpents de terre de la succession de M de St. Maxant aux Houmas.

Na.—Il y a quelques arpens de defisitrois sur la partie d'en las et tous reste en bois acousel.

I certify the foregoing to be a true copy of the original, resting in the archives of the parish of Ascension.

In testimony whereof I have hereunto set my hand, and affixed my seal of office, this 16th day of February, eighteen hundred and nineteen.

CARLIER DONTRENIER, *Judge.*

A. Lafourche de Chitimachas paroisse de l'Ascension et province de la Louisiane, aujourd'hui douze de mois d'Aout de l'année mil sept cent quartre vingt dix huit nous Dn Evan Jones, cap'n au regiment de milice provincial de l'Eglise de la sus dite paroisse ou a la sortie de la Sainte Messe un nombre considerable d'habitants et autres etaint assemblé nous avons fair publier et proclamer a haute et intelligible voix par Jean Baptiste Cazebon, crieur ordinarie que nous allions tout presentement proceder a la vente et adjudication finale au plus haut et dernier enchenseur de la susdite terre situee aux Houmas appartenant a la succession du defunt Colonel Dn. Antonio Gilbert de St. Maxant, contenant vingt neuf arpens de face sur la profondeur qui pour a s'y trouva environ d'environ trente six degres attendu par en haut a la terre de François Duhon et par en bas a celle de Patrie Conway a condition que l'adjudicataire ou acquireur sera tenu de payer le prix de l'ajudication du comptant et la dessus la dite terre ayant été criee et proclamer a haute voix et tout personne invitter a l'enchere elle fut mise d'abord par le Sr. J'h Landry, a la somme de onze cent piastres gourdes ensuite par le Sr. Raymond Brand a onze cent cinquante piastres, par le Sr.

J'h Landry a douze cents piastres, par le Sr. Raymond Brand a trieze cent piastres, par le Sr. Paul Landry a mil quartre cent piastres, par le Sr. Raymond Brand a mil cinq cent piastres, par le Sr. Joseph Landry a mil cinq cent cinquante piastres, par le Sr. Joseph Brand a mil six cent piastres, par le Sr. Joseph Landry a mil six cent vingt cinq piastres, et par le Sr. Louis Faurie a la somme de mil six cent cinquante piastres, et apres plusieurs criees et avoir attendu plus de deux heur sans qu'il se soit presente personne pour augmenter au couvrir la dite enchere nous avons adjugé et adjugerons finalement et definitivement la dite terre avec toutes ses circonstances et advantages quelconque telle qu'elle se trouve actuellement au susdit Sieur Louis Faure, et a ses heritiers pour toujours pour la susdite somme de mille six cent cinquante piastres qu'il nous a compté et payé comptant; et le dit Sr. Louis Faure etant present et ayant accepté et aprouvé la dite adjudication en sa faveur, il se declaré satisfait et content pour avoir visite la susdite terre, nous avons arreté et arretons la presente adjudication, et le susdit Sr. Louis Faure a signe le present acte en presence de Sr. J'h Bujeaud, Pierre Arieux Joseph Comeau, et Raymond Brand, temoins d'assistance requis qui ont signé avec nous le jour mois et an comme cy dessus, Louis Faure, J'h Bujeaud, Pre. Arieux, Joseph Comeau, Raymond Brand.

Et nous commandant.

EVAN JONES.

Pour copie conforme a l'original que nous avons envoyer au tribunal de Mr. Juan Vincent Morales, intendante par interim pour ses ordres, la presente copie devra rester parmi les archives de notre commandant.

EVAN JONES.

A Lafourche, le 1 *Aout*, 1798.

A Lafourche de Chitimachas aujourd'hui dix sept de mois d'Aout, de l'année mil sept cent quatre vingt dix huit par devant nous Evan Jones, commandant susdit et les temoins d'assistance ci-apres nommees s'est presente Mr. Joseph Landry, lieutenant de milice et habitant de susdit district, lequel a confessé et declaré avoir recu du dit commandant Evan Jones la somme de mille six cents douze piastres pour payement de la levée chemain fossé et transpiration encoulemens et pont fait sur la terre aux Houmas, ci-devant mentionnes y compris les du dit comandant frais d'arpentage de la levée, &c. Selon le décree du tribunal et aussi la somme de seize piastres deux esceillirs et demie que l'on a calculé comme dans le compte presenté du dit tribunal pour la dite levee, &c., trente deux arpents et dix toises de levee, &c., et quarante neuf piastres l'arpens faisent mille cinq cent quatre vingt quatre piastres comme il a ete calcule: en foi de quoi il a signé le presente recu en pres-

ence de Sr. Joseph Bujeaud et Pierre Arrieux, temoins d'assistance requis que ont signé avec nous le jour mois et an comme cy-dessus.

J' H. LANDRY,
J' H. BUJEAUD.

P're Aucoir et nous commandant. EVAN JONES.

Note de derniers frais, savoir:

3. auctions du com'dt pour l'adjudica're ps - -	16.4
4. afiche a l'acte d'adjudicature - - - -	5.4
Pour le crieur - - - - - -	3.00
	ps.25.00

La succession redroit ps 3.2½. E. JONES.
Conforme a l'original. E. JONES.

I certify the foregoing to be a true copy of the original, resting in the archives of the parish of Ascension.

In testimony whereof, I have hereunto set my hand, and affixed my seal of office, this fifteenth day of February, in the year of our Lord one thousand eight hundred and nineteen.

(Signed) CARLIER DONTRENIER, *Judge*, [L. S.]

Copy of documents referred to in the foregoing bill of exceptions, marked E:

LAND OFFICE, NEW ORLEANS,
Territory of Orleans, Eastern District.

No. 133.

Notice of claim of Donaldson and Scott, filed, New Orleans, February 28th, 1826. J. W. GURLEY, *Register.*

Notice of claim of Donaldson and Scott, of the county of Acadie, in the eastern district of the territory of Orleans. They claim a tract of land situated in the county aforesaid, on the left side of the river, about twenty-two leagues from the city of New Orleans, containing 29 acres front, with opening and depth according to the annexed plat, executed by ——— Lafon, from a survey and journal made by Wm. Marriner, at the desire of the claimants, and appointed for that purpose by his excellency Governor Claiborne, which order is annexed. Said lands are part of a tract originally granted to Maurice Conway by his excellency Governor Galvez, 21st June, 1777; which grant is now upon your register, and which, by subsequent sales, became the property of the late Colonel Maxant, who, having neglected to keep the level in repair, they were sold by order of the intendent of the province, Don Juan Venturo Morales, at vendue; official copy of which sale is hereunto annexed, and by subsequent sales, which are also annexed, became the property of the claimants. (Signed) DONALDSON & SCOTT.

NEW ORLEANS, *February* 24, 1806.

I certify the foregoing to be a true copy of the original notice on file in my office. In faith whereof, I hereunto subscribe my name, at New Orleans, this 13th March, 1830.

(Signed) HILARY B. CENAS,
Register east dist. Louisiana.

A plat accompanies the original—p. 84.

Survey.

A la Nouvelle Orleans, le 28 du mois de Decembre, 1804, et le 29eme de l'annee de l'independence des Etats Unis d'Amérique, I, soussigné, Bme. Lafon, arpenteur commissionné par Mr. Claiborne, Gouverneur, du territoire pour arpenter les terres concedées certifie le present plan conforme aux arpentages faits par Wm. Marriner du 27 Juin, du 4 Aout, et du 3 Decembre, de l'année mil huit cent quatre a la requisition des Messrs. Donaldson & Scott, et aux mesmes que j'executais en 1803, sur la riviere a Iberville, lequel plan est composé d'une portion de terre de vingt neuf arpens de face situé aux quartier des Houmas rive gauche du fleuve a 22 lienes et demi de la Nouvelle Orleans, limitees par deux lignes dont l'un superceivre courant N. 50° O., a quatre cent soixante ape. s et quinze toises de profondeur et se termine au bord de la riviere d'Iberville dirigée par deux bornes de cipre distantes du arpent l'un de l'autre. La deuxieme courant du No. 13° 45 O. a trois cent quatre vingt arpens, et se termine a la meme riviere d'Iberville, la quellé terre se trouve bornée au S. O. par le nomme sud-ouest et au S. E. par le Mississippi, au N. E. par Daniel Clark, et a N. par la riviere d'Iberville. Cette terre lui appartenant par l'avoir acquise du Docteur Faure lequel l'avait obtenu de l'encant public en date du 12 Aout 1798, fait par ordre de l'intendant de la province de la Louisiane. En foi de quoi j'ai donné le present plan et proces verbal meme jour et an que dessus. (Signé) LAFON,
Arpenteur deputé.

Petition.

To his excellency William C. Claiborne, Esq., governor on the Mississippi territory, exercising the powers of governor general and intendant of the Province of Louisiana:

The petition of William Donaldson, in behalf of himself, and William Marrinner, and Patrick Conway, owners of a tract of land situated in the island of New Orleans, in the district of Lafourche, commonly called the Houmas, humbly showeth: That the said tract was granted to one Maurice Conway, under whom your petitioners claim, by his excellency Governor Galvez, on the 21st June, 1777, as appears by the said grant now in your petitioner's possession, ready to be produced if your excellency shall direct; that your petitioner, being desirous of ascertaining the outlines and boundaries of the said land with such precision as to avoid any interference with the proprietors of neighboring grants, and thereby prevent expensive disputes, humbly prays that your excellency

will be pleased to permit the said William Marrinner, or such other person as may be appointed for that purpose, to survey the said tract of land and mark the boundaries thereof; and, at the same time, that direction may be given to the proprietors of the adjoining patents to show their boundaries to the said surveyor, that he may avoid any interference therewith, and to the commandant of the district to protect him from all illegal disturbance in the prosecution of said work. And your petitioner will ever pray.

(Signed) WM. DONALDSON.

Decree.

The proprietors of land adjoining the tract within mentioned, are requested to show their respective boundaries, and the commandant of the district, if necessary, will extend to the surveyor his protection.

(Signed) WILLIAM C. C. CLAIBORNE,

LAND OFFICE, NEW ORLEANS.

I, Hilary Breton Cenas, register of the land office for the eastern district of Louisiana, do hereby certify that the foregoing plan, proces verbal, petition, and decree, are true copies from a register in my possession, entitled "Register A, No. 1 of the claims to land recorded in the register's office, and laid before the board of commissioners of the eastern district of the territory of New Orleans, at the first session." And I further certify, that in a folio pamphlet, also in my possession, purporting to be "A transcript of the decisions of the board of commissioners for ascertaining and adjusting the titles and claims to land within the eastern district of the territory of Orleans, in favor of claims within said district," is extant the following decision, to wit:

"MONDAY, *March* 10, 1806.

"W. DONALDSON AND J. W. SCOTT.—No. 133.

"William Donaldson and John W. Scott claim a tract of land situated in the county of Acadia, on the left bank of the Mississippi, about twenty-two leagues above the city of New Orleans, containing twenty-nine acres front, with the depth to the river Amite, bounded on the upper side by land of one Smionet, and on the lower by land of Daniel Clark. It appearing to the board, from an instrument of writing exhibited, that said land was sold at public auction on the 12th day of August, 1798, before Evan Jones, at that time commandant of Lafourche, to Lewis Faure; and it appearing, from sundry deeds of conveyance likewise exhibited, that said land has become the property of the present claimant, the board do hereby confirm his said claim."

In faith whereof, I hereunto subscribe my name, at the city of New Orleans, this 30th day of March, 1830.

(Signed) HILARY B. CENAS,

Register eastern dist. Louisiana.

Copy of document marked F.

LAND OFFICE, EASTERN DISTRICT OF LOUISIANA, *at New Orleans.*

Date of certificate.	No. of certificate.	Name.	Residence; sections or part of.	Tract purchased.			Quantity.		Rate per acre.	Amount of purchase money.
				Township.	Range.		Acres.	100's.		
May 10, 1822 -	398	John Minor -	County of Acadia -	–	–	–	728	–	$1 25	$910 00
Aug. 28, 1824 -	435	John Minor -	County of Acadia -	–	–	–	172	67	1 25	215 83
Aug. 28, 1824 -	436	John Minor -	County of Acadia -	–	–	–	204	60	1 25	255 75

I certify the foregoing to be true extracts from the register of certificates now in my possession.
In faith whereof, I hereunto subscribe my name, at New Orleans, this 11th March, 1830.

(Signed) HILARY B. CENAS,
Register eastern district Louisiana.

[REC. LV, J. T. 1843.]—7

Minor vs. Tillotson.

752.
53

Copy of document marked G, referred to in the foregoing bill of exceptions.

To the Register of the Land Office for the eastern district of Louisiana, at New Orleans.

SIR: In virtue of an act of Congress, dated the 11th May, 1820, I apply to become the purchaser of a tract of land adjacent to, and back of a front tract already owned by me, which said front contains eighteen arpens twenty-four toises front, and forty arpents in depth, situated in the county of Acadia, parish of Ascension, and bounded as follows, viz: front on the left bank of the river Mississippi; at present, above by lands of Pere, and below by lands of St. Henderson and J. Anderson. This land is composed of smaller tracts, confirmed in the names of John Kling, Firmin Dupuy, Maria Dupuy, and Pierre Dupuy—the lines open; the said back land, now claimed by right of pre-emption, extends in depth — arpens, beginning at the rear of the said front tract, and contains eight hundred and sixty superficial arpens, not being a greater quantity than is contained in my front tract, and does not extend so far back as to include any lands fit for cultivation, bordering on any river, creek, bayou, or water-course.

(Signed) JOHN MINOR,
By PHILIP MINOR.

NEW ORLEANS, *April 13th*, 1822.

I certify, that from the records in my office, expressing the quantity of land contained in the applicant's front tract, (the surveys in this district not having been executed,) and in virtue of the laws in this case made and provided, it appears the said applicant is entitled to the quantity of land for which he has applied, viz: eight hundred and sixty superficial arpens—on paying the price of one dollar and twenty-five cents per acre.

(Signed) SAM'L H. HARPER,
Register.

Copy of document marked H, referred to in the foregoing bill of exceptions.

No. 435.] RECEIVER'S OFFICE, *New Orleans, Aug.* 28, 1824.

Received, of John Minor, the sum of two hundred and fifteen $\frac{83}{100}$ dollars, being the purchase money for his pre-emption right to a tract of land containing one hundred and seventy-two $\frac{47}{100}$ superficial acres, and adjacent to, and back of his front tract, situate in the county of Acadia, and bounded as per description filed with the register; and for which said tract of back land the said John Minor will be entitled to a patent from the United States, according to law.

(Signed) J. J. McLENAHAN, *Receiver.*
W. L. ROBESON, *Receiver.*

A true copy.
5*th June*, 1829.

No. 436.] RECEIVER'S OFFICE, *New Orleans, Aug.* 28, 1824.

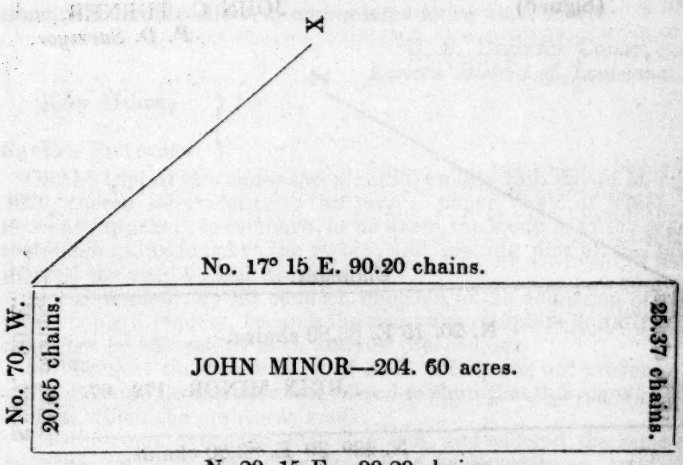
Received, of John Minor, the sum of two hundred and fifty-five $\frac{75}{100}$ dollars, being the purchase money for his pre-emption right to a tract of land containing two hundred and four $\frac{60}{100}$ superficial acres, and adjacent to, and back of his front tract, situate in the county of Acadia, and bounded as per descriptions filed with the register; and for which said back tract of land the said John Minor will be entitled to a patent from the United States, according to law.

(Signed) J. J. McLENAHAN, *Receiver.*
W. L. ROBESON, *Receiver.*

A true copy.
5*th June*, 1829.

Copy of the surveys marked J and K, referred to in the foregoing bill of exceptions.

John King, claimant.



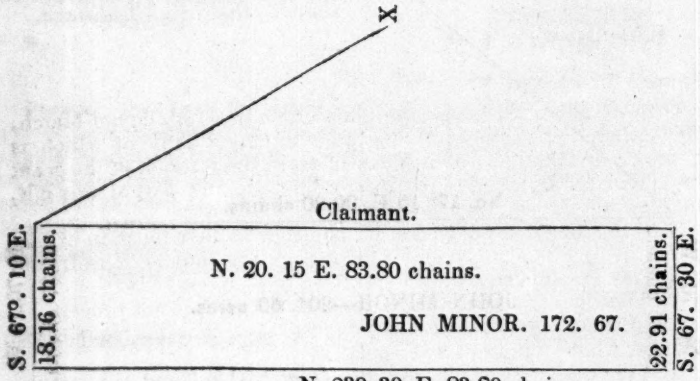
STATE OF LOUISIANA,
Parish of Ascension, Sept. 13, 1824.

At the request of the claimant, John Minor, I have surveyed for him a tract of land which he claims as a pre-emption right, pursuant to the provisions of the first section of an act of Congress, approved February 28th, 1833, entitled "An act to revive and to continue in force the seventh section of 'an act supplementary to the several acts for the adjustment of land claims in the State of Louisiana,'" approved the 11th May, 1820, being in section No.

——, township No. ——, range No. ——, of the base's meridian, and lying adjacent to, and back of a tract of land situate on the left bank of the river Mississippi, bounded as follows, viz: Beginning at a post 40 arpens from the river, and run W. 70° W. 20.65 chains, to a post; thence W. 17° 15 E. 90.20 chains, and planted a post; thence returned to the place of beginning, and run W. 20° 15 E. 90.20 chains, and planted a post; thence N. 70° 14 W. 25.37 chains, to the post planted on the upper line, where I closed the survey;—containing two hundred and four acres and sixty-hundredths of an acre, and having such form and marks, natural and artificial, as are represented in the annexed plat.

(Signed) AMBROSE BRIDGES,
J. MORRIS,
Chain carriers.
ROBERT LLOYD,
Deputy Surveyor.

Examined and approved.
(Signed) JOHN C. TURNER,
P. D. Surveyor.



N. 23° 30 E. 83.80 chains.

Claimant.

STATE OF LOUISIANA,
Parish of Ascension, September 14, 1824.

At the request of the claimant John Minor, I have surveyed for him a tract of land which he claims as pre-emption right, pursuant to the provisions of the 1st section of the act of Congress, approved February 28th, 1823, entitled "An act supplementary to the several acts for the adjustment of land claims in the State of Louisiana," approved the 11th day of May, 1820, being in section No. —,

township No. —, range No. —, of the base's meridian, and lying adjacent to, and back of, a tract of land situated on the left bank of the river Mississippi, bounded as follows, viz: Beginning at a post 40 arpens from the river, and run N. 20 deg. 15, 83.80 chains, and planted a post; thence returned to the place of beginning, and run S. 67 degs. 10 E. 18.16, chains, to a post; thence W. 23 degs. 30 E. 83.80 chains, to a post planted on the lower corner; where I closed the survey, containing one hundred and seventy-two acres and sixty-seven hundredths, and having such form and marks, natural and artificial, as represented in the above plat.

(Signed) ROBERT LLOYD,
Deputy Surveyor.

Examined and approved.

(Signed) JOHN C. TURNER,
P. D. Surveyor.

And afterwards, to wit, on the trial of the cause on the 15th day of March, 1830, the defendants took the following bills of exceptions, which were allowed, and ordered to be filed, to wit:

U. S. DISTRICT COURT,
Eastern District of Louisiana.

JOHN MINOR, }
vs. }
SHUBAL TILLOTSON. }

On the trial of this cause the plaintiff, on this 13th day of March, 1830, offered in evidence to the jury a paper, copy of which is hereunto annexed, to establish, as he avers, the location of the grant to defendant, annexed to the record, and making part of this bill, marked the one —, and the other (1.)

1st. Defendant, by his counsel, objected to the admission of said paper being a requete, because the grant was complete in itself, and could not be affected by such anterior proceedings.

2d. Because the handwriting of J. B. Allain was not proven.

3d. Because no evidence was offered to show that this requete was that on which the grant was made.

But the court overruled this objection, and suffered the same to go to the jury; to which the defendant, by his attorney, excepts, and prays that this his bill of exceptions may be allowed; which is done accordingly.

The document was produced from the records of the office of the surveyor general of Louisiana.

(Signed) SAM'L. H. HARPER.

Copy of document marked (1,) referred to in the foregoing bill of exceptions.

Señor Governador, Senor Jean Baptista Alen, cavo de milie, expediciones de movila y Penzacola y habite del districto de Iberville, panga. de Sn. Bondo ante bsa. con el mas profundo respecto dicè.

Como ya cerca de quince años ql. prosce una tierra en la sobre dicha panoga de seis arpanes de frento, al Mississipi la ql. encuentra no ser. bastante pena el diario manteniento de una numersa familió qe tiene ni tampoco pona emptear es trabajo de tres ninos larones qe tiene con cair exencio podran serviter asu pl. y al pais y conociendo el ardiente desco conge. vsa. se esencia, en fomentar estos pises y proteger a los pobres portanto.

Suppeo a vsa. se sirva acordarme sbre las inumerosas tierras ql. estan vacantes y al dome de S. Mg. (qe Dios que) veinte arpanes de tierra situado cerca de las pradenias qe Haman de B'ñaux hasta la profundura de quarenta arpanes del Misisipi cuias lineas tua dos a la profundina la del lado derecho como con la tierra qe tiene concedida Chs. Luis Compte y una y otra linea al sin como as á mismo la linea del frento de dha tierra al norte.

Este favor Sor. Governador especio recivir de la notoria predad de rsa con los miserables a loge nunca podre manifestarme las tantemente agreacede sin es con pedir el todo pederoser legue pa bien dersa Rova. los m. a. de su desca.

B'TE. ALAIN.

Iberville y dia 15 *de Fevro, de mil sete y ochenta y siete.*

NUEVA ORLEANS, 8 *de Mayo de* 1787.

SENOR GOVERNADOR: El agremensor gral de esta provincia establecia esta parte sobre los viente arpanes de tierra de frente, con la profundidad ordinaria de quarenta en el parage que solicita estando vacantes y'm cansande proficio con les expresas condiciones de hacer los caminas y des montos necesarios en el termino des mes año de quedar nola esta concesion si al expirar el prean expacio de tres años la tierra no se hallan establicida y de no poder enagenarla en los mismas tres laxo anjo indispensable sepuesto entendera las diligencias de aper que me remitiera para prover alinto resado del correspondente titulo en forma.

ESTAVAN MIRO.

Le soussigne certifie la copie ci-dessus etre un fidele calque d'une piece originale déposée dans les archives de l'arpenteur général.

Pour l'arp'r. général absent.

BOURGCOL, *Depute de Hept. General.*

N. Orleans, le 6'*l June*, 1829.

UNITED STATES DISTRICT COURT,
Eastern District Louisiana.

JOHN MINOR,
vs.
S. TILLOTSON.

On the trial of this cause, on the 12th day of March, 1830, the plaintiff offeied in evidence a survey purporting to be by Walker

Gilbert, and which accompanies this bill of exceptions and makes part hereof, the defendant by counsel objected to the admission of said paper to go to the jury, because not purporting to be executed by W. Gilbert under any sufficient order, or by legal direction.

2d. Because done at the request of the claimant under whom plaintiff derives title, and the parties under whom defendant claims, to wit: the widow and heirs of J. B. Allain et al., as appears by the annexed title deeds, marked 1 and 2, beginning from the grant to Allain, to the sale to defendant, were none of them notified as they ought to have been.

3d. Because, on the face of it, the said survey appears to be illegal and insufficient, and shows that the surveyor never actually surveyed the ground.

But the court overruled these objections and admitted the paper to the jury, to which the defendant excepts, and prays that this his bill of exceptions may be allowed, which is done.

(Signed) SAM'L. H. HARPER.

Copy of the survey executed by Walker Gilbert, and referred to in the foregoing bill of exceptions.

At the special request of Madame Lewis Judice, I have measured the tract of land as above represented in conformity with an order or warrant of survey, granted to Lewis Le Comte the eighteenth day of January, one thousand seven hundred and eighty-seven. Began at the S. W. corner near the bluff, of what is called the high prairie; thence run the direction as above S. 80° east 116.36 chs. equal 40 arpents; thence at right angles north 10° east 58.18 chains, equal 20 arpents; thence from the place of beginning, north 10° east, following the bluff or western margin of the prairie 58.18 chains, planted a cypress post at the north w. corner; thence south 80° west 2.91 chains, planted a cypress post 14.50 chs. cross a small gully, running from the western margin of the prairie at 22 chains cross the road leading from the river to Galveztown, 23.50 chains, to a low cypress pond running on the eastern margin of the prairie; thence 116.60 chains, intersect the back line, making a superficial content of eight hundred arpents and an half; situated in the district of Galvez, about one league distant from the Mississippi, this twenty-second day of March, one thousand eight hundred and eleven.

WALKER GILBERT,
Surveyor E. dist. Or'l. Ter'y.

UNITED STATES DISTRICT COURT,
Eastern District of Louisiana.

JOHN MINOR
vs.
S. TILLOTSON.

On the trial of this cause, on the 15th day of March, 1830, the plaintiff offered to introduce in evidence before the jury, a certain

paper hereunto annexed and marked (3) making part of this bill of exceptions, purporting to be an extract from the books or records of the parish judge, of the parish of Iberville; defendant by his counsel objected to the reading of this paper, on the ground that no extract was legal evidence, and that the whole record of the succession, or a certificate that this is the whole record in the matters of the succession of J. B. Allain, dec'd, was alone admissible; but the court overruled the objection, and permitted the paper to go to the jury: to which opinion of the court the defendant excepts, and prays this his bill of exceptions may be allowed—which is done accordingly.

(Signed) SAM'L H. HARPER.

Copy of document marked (3), *referred to in the foregoing bill of exceptions.*

Aujourd'hui, dix septième du mois de Mai, mil sept cent quatre vingt douze, a la requisition de dame Marguerite Blanchard, veuve de Jean Bte. Allain, resident dans ce district, de Joseph Marie Landry, Jeromi Landry, Pierre Allain, et Simon Allain, grandpère et oncles aux mineurs: Moi commandant au district d'Iberville, province de la Louisiana, presence des temoins soussigné, je me suis transporté sur la ditte habitation de la dite veuve, et me mettant en devoir de proceder à l'inventaire dont il s'agit, avons reçu le serment de Marguerite Blanchard, veuve Allain, comme avant alors et depuis le deces de son marit elle n'a rien enlevée ni detournée, qu'il n'est pas à sa connaissance que personne n'ait rien enleve ni detourné aucuns choses des liens delaises par feu son marit voulant également proceder a l'estimation de tous les parens mentionnes cy-dessus, ont fait choix des Sieurs Bonnaventure Le Blancet, Simon Joseph Dupuy, habitants de ce district, qui ont aussi a l'instans perettes serment de fidellement proceder à l'estimation qui leur est defferie avons établie pour tuteur aux mineurs, pour la confection du present inventaire seulement le Sieur Simon Landry, leur oncle. En consequence avons commencé à inventorier estimer ce qui sait une habitation située sur la rive gauche du fleuve Mississippi, tenante par le haut aux terres du Sieur Joseph le Blanc, et par le bas a celles de Mr. Joseph Basquez Vahamonde, contenante environ huit arpens de face sur la profondeur ordinaire de quarante arpens de face sur la profondeur ordinaire de quarante arpens, les Baptises Clotenes telle qu'elles se comportent et contienment a present qui appartient à la succession pour avoir été achetée par le defunt de Bonnaventure Forrest, la dite habitation estimée à la somme de six cent cinquante piastres. Une autre habitation située aux terres hautes contenante environ huit cents arpens de superficie, et toutes en friches sans aucun travaux qui a été concedée au defunt suivant les titres de concession, et plan en datte au huit Janvier, mil sept cent quatre vingt neuf, estimée à la somme de vingt cinq piastres.

I, John Dutton, judge of the parish of Iberville, do hereby certify the foregoing to be a true extract from the original remaining in my office.

In testimony whereof, I have hereunto set my hand and seal, this second day of May, in the year 1829.

(Signed) JOHN DUTTON,
Parish Judge.

And afterwards, to wit, on the 20th day of March, 1830, came the said John Minor, by his attorney, and filed the following petition for a writ of error, to wit:

To the honorable judge of the District Court of the United States for the eastern district of Louisiana, the petition of John Minor, respectfully showeth: that your petitioner complains of error in the judgment of this honorable court, in the suit brought by him against Shubal Tillotson.

Wherefore, your petitioner prays a writ of error in the said case, to the Supreme Court of the United States, and offers Philip Minor, of Louisiana, as his security.

As in duty bound, &c.

(Signed) ISAAC T. PRESTON,
Attorney for the Pet'n'r.

Judge's order.

Let the prayer of the petitioner be granted, on his giving bond in one thousand dollars, conditioned according to law, with Philip Minor as security.

(Signed) SAM'L H. HARPER,
Judge U. S. for Louisiana.

Bond.

UNITED STATES OF AMERICA,
Eastern District of Louisiana, ss:

Know all men by these presents, that we John Minor, by his agent Philip Minor, as principal, and the said Philip Minor as security, are held and firmly bound unto Shubal Tillotson, in the just and full sum of one thousand dollars, lawful money of the United States; for the payment whereof, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated at the city of New Orleans, this twentieth day of March, eighteen hundred and thirty.

Whereas, the above bounden, John Minor, has this day filed a petition, praying that a writ of error may be allowed to him from a certain final judgment rendered against him in the suit of John Minor *vs.* Shubal Tillotson, in the District Court of the United States in and for the eastern district of Louisiana, on the 15th day

of the present month of March, one thousand and eight hundred and thirty.

Now, the condition of the above obligation is such, that if the above bounden, John Minor, shall prosecute his said writ of error to effect in the Supreme Court of the United States, and shall pay and satisfy whatever judgment may be there rendered against him by the Supreme Court of the United States in the premises, then, and in that case, the above obligation is to be null and void, else to be and remain in full force and virtue.

(Signed) JOHN MINOR, by
PHILIP MINOR, [L. S.]
PHILIP MINOR, [L. S.]

Signed, sealed, and delivered, in presence of
(Signed) F. W. LEA.

And afterwards, to wit: on the 22d day of March, in the year eighteen hundred and thirty, the said John Minor, by his attorney, lodged in the clerk's office the following writ of error, together with a copy thereof for the defendant, to wit:

JOHN MINOR
vs.
SHUBAL TILLOTSON.

COURT OF THE UNITED STATES,
Eastern District of Louisiana, ss:

The President of the United States of America to the honorable Samuel Harper, judge of the District Court of the United States for the eastern district of Louisiana:

Because, on the record and process, and also on the giving of judgment on the plaint, which was in said court before you, between John Minor, as we from complaint are informed, we being willing that the error, if any there be, should be corrected in due manner, and that full and speedy justice should be done to the party aforesaid, in this behalf:

Do command you, that you do, distinctly and plainly, under the seal of the district court for the eastern district of Louisiana, send the record and process of the plaint aforesaid, with all things concerning them, and this writ, into the Supreme Court of the United States, at the city of Washington, in the District of Columbia, on the first Monday of August next, that the record and process aforesaid, being inspected, the said Supreme Court may cause to be done thereupon, for correcting the said error, what of right, and according to the laws of the United States, ought to be done.

Witness, the honorable John Marshall, Chief Justice of the said Supreme Court of the United States, this 22d day of March, in the year of our Lord 1830, and in the 54th year of the independence of the United States.

F. W. LEA, *Clerk.*

And afterwards, to wit: on the 15th day of July, 1831, the plaintiff, by his attorney, filed the following petition for a writ of error, to wit:

To the honorable District Court of the United States for the eastern district of Louisiana, the petition of John Minor respectfully shows: that the writ of error, which your petitioner obtained in the suit, wherein he was plaintiff, and Shubal Tillotson defendant, was not returned unto the Supreme Court of the United States, on the return day thereof; that the five years for suing out a writ of error has not yet elapsed.

Wherefore, your petitioner prays a writ of error in said case, returnable in the Supreme Court on the 2d Monday of January, 1832, on giving security for such additional costs as may accrue, having paid all costs now due; and that a citation may issue to said Shubal Tillotson to appear in said court accordingly, to answer said writ.

As in duty bound, &c.

(Signed) ISAAC T. PRESTON,
Attorney for the Pet'r.

Judge's order.

Be it so, on the appellant entering into bond, with John Linton as surety, in the sum of five hundred dollars.

SAM. H. HARPER,
U. S. Judge.

And afterwards, to wit: on the 1st day of August, 1831, the plaintiff, by his attorney, lodged the following writ of error in the clerk's office, to wit:

The President of the United States of America to the honorable Samuel H. Harper, judge of the District Court of the United States for the eastern district of Louisiana:

Because, on the record and process, and also on the giving of judgment on the plaint, which was in said court before you, between John Minor and Shubal Tillotson, manifest error hath intervened, to the great damage of said John Minor, as we, from complaint, are informed, we being willing that the error, if any there be, should be corrected in due manner, and that full and speedy justice should be done to the party aforesaid, in his behalf:

Do command you, that you do, distinctly and plainly, under the seal of the district court for the eastern district of Louisiana, send the record and process of the plaint aforesaid, with all things concerning them and this writ, into the Supreme Court of the United States, at the city of Washington, in the District of Columbia, on the 2d Monday in January next, that the record and process aforesaid, being inspected, the said Supreme Court may cause to be done thereupon, for correcting the said error, what of right, and according to the laws of the United States, ought to be done.

Witness, the honorable John Marshall, Chief Justice of the said Supreme Court of the United States, this 1st August, in the year 1831, and 56th year of the independence of the United States.

(Signed) L. M. DAVIDSON,
Deputy Clerk.

And afterwards, the following mandate of the Supreme Court was filed, April 26, 1833.

THE UNITED STATES OF AMERICA, *ss:*

The President of the United States of America to the honorable the judge of the District Court of the United States for the eastern district of Louisiana, greeting:

Whereas, lately, in the District Court of the United States for the eastern district of Louisiana, before you, ————, in a cause between John Minor, plaintiff, and Shubal Tillotson, defendant, the judgment of the said district court was in the following words, viz: "Whereupon, it is considered by the court that the petition be dismissed, and that the plaintiff do pay the costs of this suit, as by the inspection of the transcript of the record of the said district court, which was brought into the Supreme Court of the United States, by virtue of a writ of error, agreeably to the act of Congress in such case made and provided, fully and at large appears; and whereas, at the present term of January, the death of John Minor, the plaintiff in error, and the appearance of his heir having been filed, it was ordered by the court that said heir be admitted a party to this suit, with liberty to prosecute the same; whereupon, Wm. John Minor, heir and devisee of said John Minor, deceased, appeared in this court, by his counsel, to prosecute said suit of error; and whereas, in the present term of January, in the year of our Lord one thousand eight hundred and thirty-three, the said cause came on to be heard before the said Supreme Court, on the said transcript of the record, as was argued by counsel; on consideration whereof, it is ordered and adjudged by this court, that the judgment of the said district court in this case be, and the same is hereby, reversed, and that this cause be, and the same is hereby, rewarded to the said district court, with directions to award a venire facias de novo, March 13.

You, therefore, are hereby commanded, that such further proceedings be had in said cause, as, according to right and justice, and the laws of the United States, ought to be had, the said writ of error notwithstanding.

Witness, the honorable John Marshall, Chief Justice of said Supreme Court, the second Monday of January, in the year of our Lord one thousand eight hundred and thirty-three.

(Signed) WM. THOS. CARROLL.
Clerk of the Supreme Court U. States.

Affidavit of Shubal Tillotson, filed 19th February, 1834.

JOHN MINOR
vs.
SHUBAL TILLOTSON.

DISTRICT COURT, UNITED STATES,
Eastern District of Louisiana.

Shubal Tillotson, the defendant, being duly sworn, doth depose and say, that since the last continuance of this suit, this deponent hath been informed by various persons, and the report is general, which this deponent believes to be true, that the plaintiff in this case is dead.

(Signed) SHUBAL TILLOTSON.

Sworn to, and subscribed before me, this 19th February, 1834.

(Signed) F. W. LEE, *Clerk.*

And afterwards, to wit: on the 3d of April, 1834, the following opinion was filed:

JOHN MINOR
vs.
TILLOTSON.

This is a petition, or real action, brought to recover a tract of land in the possession of the defendant. It was formerly tried in this court by a jury, and on appeal, the judgment below was reversed, and the cause remanded for further proceedings. In the mean time the plaintiff has died, and his death being registered of record, the defendant's counsel has moved the court to abate the suit, which is resisted by the counsel for the heirs of the deceased. By the common law, all suits, whether real or personal, before judgment, abate by the death of a party. The 31st section of the judiciary act has altered the rule of the common law in this respect with regard to personal actions, leaving real actions as at common law. The act of Congress of the 26th May, 1824, entitled "an act to regulate the mode of practice in the courts of the United States for the district of Louisiana," was intended, as I conceive, to give to that court precisely the same practice as then existed in the district court of the State, provided such practice was not repugnant to the constitution and laws of the United States, or not in conformity with the organization of the courts of the United States. By the State practice in 1824, as well as now, suits of this nature did not or do abate. Is such practice repugnant to the laws of the United States, or unconformable to the organization of this Court? The acts of Congress are silent on the subject of the abatement of real actions. The State practice then, on this point, is not repugnant to them; it is, however, repugnant to the common law in this respect, but such repugnancy is not provided for in the act of 1824. The object of that act was to exclude the common law

practice in this court, except so far as it was expressly recognised by legislature enactment, and this dictum of the common law, that real actions shall abate on the death of a party, not being recognised by Congress, except in States where the common law prevails, can have no force in this State. It was supposed in the argument, that the expressions of the act of 1824, that the mode of proceeding in civil causes in the court of the United States sitting here, shall be in conformity with the laws of the State; adopt the mode of practice; have reference to the statutary laws of the State; and that as no statute of the State before the adoption of the code of practice had presented the rule, that real actions should not abate, that, therefore, the act of Congress of 1824 does not apply. I think, however, that whereas considering the object in view when that law was made, the fair construction of the words "laws directing the mode of practice" is that, whether in practice the laws then in force in Louisiana authorized, and which the State courts had thought proper to adopt, if not repugnant to some paramount law of the United States, should prevail in this court. At the time of passing the act of 1824, the Spanish laws were in force here, and they authorized the prevention or disusage of real actions by the heirs of the parties, which practice was by the State courts. It was also supposed, that to declare the practice under the Spanish law to be in force in this court would make it necessary to adopt the whole of it as it may have formerly existed in Spain and her dependencies. But that, I apprehend, does not follow. The act of Congress requires us only to pursue such points of practice as had been established by the State tribunal, and that I have uniformly done, except in so far as other rules of practice were necessary to conform the practice to the organization of this court, or to avoid discrepancies between the laws of the and those of the State. Granting, however, that such a consequence would follow, it would not alarm me near so much as would the obligation to pursue the common law practice, which would be the only alternative. The conducting a suit according to the course of procedure in a Spanish tribunal is easy work, compared to special pleading—but fortunately, we are not reduced to either dilemma. In point of practice, I think this suit ought not to abate by the death of the party, but may be further prosecuted if proper parties are substituted. The plea to abate is overruled.

And afterwards, to wit: November 27, 1837, the following entry was made:

JOHN MINOR,
vs.
TILLOTSON & PRITCHARD.

On motion of the respective counsel for plaintiff and defendants in this case, which was set for trial for to day, it was continued.

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And afterwards, to wit: 30th January, 1838, the following entry of record was made:

JOHN MINOR,
vs.
TILLOTSON & PRITCHARD.

This case came on to day for trial, when on motion of J. T. Preston, Esq., suggestion of the death of the plaintiff was ordered to be entered. And it was further ordered, that the heirs and representatives of said plaintiff have [leave] to file a supplemental petition, making themselves parties plaintiff in lieu of said John Minor. Whereupon it was ordered by the court, on motion of said counsel, that this cause be continued to the next term.

Supplemental petition and endorsement, filed 20th Febr'y, 1838.

To the honorable Circuit Court of the United States in and for the eastern district of Louisiana.

The petition of Wm. John Minor and of Catharine Minor, his wife, and by him duly authorized, both citizens of the State of Mississippi, residing at Natchez, respectfully shows:

That a suit is pending in this honorable court, wherein John Minor was plaintiff, and Shubal Tillotson is defendant. Your petitioners show, that John Minor departed this life during the pendency of said suit; that by his will, which has been duly proved in the State of Mississippi, and recorded in the parish of Ascension of this State, and of which an authentic copy is hereunto annexed, he appointed your petitioners his universal or residuary legatees. They further show, that by said will, and by an act of partition and sale made between them and the heirs, legatees, and representatives of Stephen Minor, all of whom are citizens of the State of Mississippi, dated the 10th day of March, eighteen hundred and twenty-nine, your petitioners have become the sole and only owners of the property which is the subject of the suit aforesaid, and are entitled to become parties plaintiff to said suit as the representatives of John Minor, deceased.

Wherefore your petitioners respectfully pray that they may be made parties plaintiff in said suit; that Shubal Tillotson, the defendant, may be cited to appear and answer this petition; and, after due proceedings had, that judgment may be rendered in their favor against him, as prayed for in the original petition of John Minor, and for costs.

And that your honor would afford all other and further relief which justice, equity, and the nature of their case may require.

As in duty bound, &c.

(Signed) ISAAC T. PRESTON,
Attorney for petitioners.

I acknowledge service of this supplemental petition for the defendant.

(Signed) ALFRED HENNEN,
Attor. for Def't.

NEW ORLEANS, *20th February*, 1838.

And afterwards, to wit, on the 9th day of April, 1839, the following argument was filed:

MINOR, }
vs. }
TILLOTSON. }

Circuit Court United States.

It is agreed that this cause shall be continued until May term next.

(Signed) ALFRED HENNEN,
Attor. for def't, Shubal Tillotson.
ISAAC T. PRESTON,
For plaintiff.

NEW ORLEANS, *9th April*, 1839.

Afterwards, to wit, on the 20th of May, 1839, the following answer was filed:

MINOR, }
vs. }
TILLOTSON. }

Circuit Court U. S., Eastern District of Louisiana.

The defendant, Shubal Tillotson.

The defendant, in answer to the supplemental petition of the plaintiffs, W. J. Minor and of Catherine his wife, respectfully shows: That he denies all and singular the allegations therein contained, and requires that full and legal proof thereof; and for trial puts himself upon the country.

And further answering, he says, that there is no legal will sufficient to convey the property, in the original petition mentioned, in favor of the plaintiffs, nor any legal or valid partition or division of the estate of John Minor; and the said allegations are all confounded and untrue.

Wherefore this respondent prays to be dismissed, with costs.

(Signed) ALFRED HENNEN.

And afterwards, to wit, on 11th June, 1839, the following entry of record was made:

MINOR, }
vs. }
TILLOTSON. }

Before going into the trial of this case, the defendant obtained leave of the court to file an amended answer, and it was agreed be-

tween the parties that the question of title be alone tried, and that the question of damages and improvements be left open for further decision, and that no writ of possession shall issue until said questions of damages and improvements be decided.

And thereupon the case came on for trial, Isaac T. Preston, Esq., appearing for plaintiff, and Alfred Hennen, Esq., for defendant; and thereupon came a jury, to wit:

Louis St. John,	J. Soloman,
Wm. Florance,	Theodore Genyol,
Henry Ward,	Thomas Hearsey,
Wm. Hall,	Thomas Walsh,
F. H. Dudly,	S. S. St. Cyr,
Lucien Herman,	J. M. Beck.

Who were sworn well and truly to try the issue joined between the parties, and a true verdict give according to the evidence.

Whereupon, after considerable progress in the cause, it was continued for further hearing until to-morrow.

And afterwards, to wit, on the 11th June, 1839, the following amended answer was filed:

MINOR, *vs.* TILLOTSON.

Circuit Court U. S., 9th circuit.

And now the defendant, by leave of the court first had, further answers, by this amended answer, that he has in good faith made various improvements, buildings, and ameliorations on the land in controversy, which are permanent, and enhance the value of the land, in its present situation, to the amount of thirty thousand dollars.

Werefore he prays that, in case of , he may be allowed the value of said improvements, to wit: thirty thousand dollars, to be paid before the delivery of the land.

With all other relief the case may require.

(Signed) A. HENNEN,
Attor. for defendant, S. Tillotson.

Agreement, filed 11*th June*, 1839.

MINOR, *vs.* TILLOTSON.

Circuit Court United States.

It is agreed that the plaintiff may amend, claiming damages, and that the title, only, of the parties shall be tried in the present trial; that the claim of the defendant for improvements, as claimed by his amended answer, and that of plaintiff, for damages, shall be

reserved for a future trial, and that no writ of possession shall be awarded until said damages and value of improvements is settled.

ALFRED HENNEN,
For defendant.
ISAAC T. PRESTON,
For plaintiff.

And afterwards, to wit, 11th June, 1839, the following exceptions of defendant's counsel, to the offering in evidence of a copy of the will of John Minor, dec'd., and the probate thereof, &c. was filed.

MINOR, *vs.* TILLOTSON. } CIRCUIT COURT U. S.—*9th Circuit.*

Be it remembered, that at the trial of this cause the counsel for the plaintiff offered in evidence the copy of the will of John Minor, and the probate thereof in the State of Mississippi, and the order of the judge of Parish of Ascension, State of Louisiana, which are annexed to this bill of excepticns and form part thereof, and produced no other evidence in support of them; to the introduction of which, in evidence, the counsel for defendant objected.

1. That said will is not made in the form and manner required by the laws of the State of Louisiana, for disposing of real estate.

2. That it was not proved that said John Minor resided, and was domiciliated in the State of Mississippi, at the time of making of said will, and at the time of his death, other than the pleadings in this case and the probate proceedings.

3. That the said will had not been regularly and duly admitted to record and probate in the State of Louisiana, and was not sufficient to convey the real estate of the said John Minor, in the State of Louisiana.

But the court overruled these objections, and admitted the same in , and the same was read to the jury. Whereon the counsel for defendant excepted to the decision of the court, and this his bill of exceptions thereto is filed and sealed, in open court, this 11th June, 1839, being of opinion that the will had been regularly admitted to probate in the State of Louisiana, and agreeable to the form prescribed by the laws of Mississippi.

(Signed) P. K. LAWRENCE,
U. S. Judge.

Afterwards, to wit, on the 12th day of June, 1839, the following entry of record was made:

MINOR, *vs.* TILLOTSON. } *No.* 71.

The trial of this cause was this day resumed, before the jury heretofore sworn, the parties appearing as heretofore. Whereupon, after some progress, the trial was continued until to-morrow.

Document filed 12th June, 1839.

MINOR, *vs.* TILLOTSON. } CIRCUIT U. S., *9th Circuit, for Eastern Dis. of La.*

Be it remembered, that at the trial of this cause the counsel for the plaintiff offered in evidence the following documents, to wit: (1.) The certificate of P. A. St. Martin, register of the land office, dated 12th June, 1839. (2.) Another certificate of the same officer, of the same date. (3.) An extract from the books of the land office, signed by H. B. Cenas, register, dated 11th May, 1830. (4.) An application, dated 13th April, 1822, by John Minor, for the purchase of a back concession of land. (5.) A survey, by R. Loyd, dated 13th September, 1824, for $204\frac{66}{100}$ acres. (6.) Another survey, by P. R. Loyd, dated 14th September, 1824, for $172\frac{67}{100}$ acres. (7.) A survey, dated 20th Sept., for 720 acres. (8.) All which are annexed hereto, and make part of this bill of exceptions, and are maked from 1 to 8.

To the introduction of which, in evidence, the counsel for the plaintiff objected, on the following grounds, that—

1. The said documents are not the best evidence of the purchase, from the United States, of the land therein mentioned, and refer to other documents which are necessary to explain them, and which are not produced.

2. That no evidence has been offered to admit them as secondary evidence in this case.

3. That the receipts of the purchase money are not produced, nor their loss accounted for.

4. The documents relative to the tract of seven hundred and twenty acres do not relate to any part of the pleadings, and refer to a tract of land not mentioned therein.

5. That the defendant is taken by surprise in being obliged to meet any evidence of the tract aforesaid, of seven hundred and twenty acres, not mentioned in the pleadings.

6. The said documents are not the legal documents required to prove the purchase of the land from the United States by the said John Minor, and cannot give a legal title to maintain the present action for the recovery of the land claimed by him.

7. The said documents are informal on the face of them, and are not valid in law, and are incomplete and defective on the face of them.

Which objections were overruled by the court, and the said documents were permitted to be read to the jury in evidence.

To which decision of the court the counsel for the defendant excepted, and this his bill of exceptions thereto is signed in open court, that the same may appear of record, this 12th June, 1839.

No. 8. An extract from the record books.

(Signed) P. K. LAWRENCE,
U. S. Judge.

No. 9 & 10. Being two applications, per hand, by John Minor, and included also in the above bill of exceptions, and form part of it.

(Signed) P. K. LAWRENCE,
U. S. Judge.

New Orleans, 13*th June*, 1839.

And afterwards, to wit, on the 13th of June, 1839, the following entry of record was made:

MINOR, *vs.* TILLOTSON.

The consideration of this cause was this day resumed before the jury heretofore empannelled, when by the agreement of the parties, in writing and on file, the jury were discharged, and by consent the cause proceeded to be heard on the facts and law before the court.

Afterwards the following admission was made, and filed, 13th June, 1839:

U. S. CIRCUIT COURT,
Ninth Circuit, Eastern Dis. La.

MINOR, *vs.* TILLOTSON. *No.* 71.

It is admitted by the parties that Judge Philipp Carlier Dontrenier died at his plantation, parish of Ascension, on the 23d of July, 1828.

And afterwards, to wit, on the same date and year above mentioned, the following agreement was filed:

MINOR, *vs.* TILLOTSON.

All the evidence, written and taken and recorded in this case, given by either party, shall be taken and considered as subject to all legal objections and exceptions as to the substance, but not as to the forms; and every exception which could be taken thereto, as to the substance, shall be reserved to either party.

(Signed) ALFRED HENNEN,
Attorney for defendant.
ISAAC T. PRESTON,
Attorney for Plaintiff.

New Orleans, 13*th June*, 1839.

And afterwards, the following entries of record were made, June 14, 15, and 17, 1839:

June 14*th*, 1839.

The consideration of this case was this day resumed before the court, when, after some little progress therein, the further consideration thereof was continued until to-morrow.

June 15*th*, 1839.

The consideration of this case was this day resumed, when, after some progress therein, the further consideration thereof was continued until Monday morning.

June 17*th*, 1839.

This case came on to-day again before the court, the evidence having been closed, when, after hearing the arguments of counsel, the court took time to consider.

The following entries of record were made on the 7th, 8th, 10th of April, 1840:

Tuesday, *April* 7*th*, 1840.

The court met pursuant to adjournment. Present: Hon. John McKinley, presiding judge; P. K. Lawrence, district judge.

MINOR, *vs.* TILLOTSON.

This cause came on this day for hearing before the court; Isaac T. Preston, Esq., appearing for plaintiff, and Alfred Hennen, Esq., for the defendants; when, after a considerable progress in the cause, the further consideration thereof was postponed until to-morrow, 10 o'clock, A. M.

April 8*th*, 1840.

The consideration of this cause was this day resumed, when, the parties having closed their arguments, the cause was submitted to the court; whereupon the court took time to consider.

April 10*th*, 1840.

On this day the court delivered their opinion; in conformity therewith, it is ordered, adjudged, and decreed, that judgment be entered up in this case in favor of the defendant, with costs.

And afterwards, the following arguments were filed, on the 10th and 11th of April, 1840:

MINOR, *vs.* TILLOTSON. CIRCUIT COURT U. S., 9*th Circuit*.

The documents filed in this cause, the plans and written depositions, contain all evidence and exhibits on which this cause was tried by the court; the whole was read, subject to all legal exceptions, except as to the form of taking the verbal testimony; and all other objection to the testimony, accounts, and plans, are to be argued as though the bills of exceptions were drawn out in form, signed, and

filed. This agreement is made for a statement of the facts in the case. New Orleans, April 10th, 1840.

(Signed) ALFRED HENNEN,
Att'y for defendant.
ISAAC T. PRESTON,
Att'y for the plaintiff.

April 11th, 1840.

MINOR, *vs.* TILLOTSON. } U. S. COURT, *9th Circuit, Eastern Dist. Louisiana.*

We agree that the land in controversy is of a greater value than two thousand dollars. New Orleans, April 11th, 1840.

(Signed) ISAAC PRESTON,
Att'y for plaintiff.
ALFRED HENNEN,
Att'y for defendant.

And afterwards, to wit, on the 13th day of April, 1840, the following entry of record was made:

CIRCUIT COURT U. S.,
9th Circuit, Eastern Dist. of Louisiana.
Monday, April 13th, 1840.

Present: Hon. John McKinley, presiding judge; Hon. P. K. Lawrence, district judge.

JOHN MINOR, *vs.* TILLOTSON & PRITCHARD. } *No.* 71.

On motion of J. T. Preston, Esq., of counsel for the plaintiff, ordered that the defendants, by A. Hennen, Esq., their attorney, show cause, on Saturday the 18th instant, at 10 o'clock, A. M., why a new trial should not be granted in this case, on the ground that the judgment is manifestly contrary to law and evidence.

Marshal's Return.

Rec'd 15th April, 1840, and same day served, a copy of the within rule, on Alfred Hennen, Esq., in person, and made return same day.

(Signed) WM. K. STILES,
Deputy U. S. Marshal.

And afterwards, to wit, on the 18th day of April, 1840, the following entry of record was made:

Saturday, 18th April, 1840.

The court met persuant to adjournment. Present: Hon. John McKinley, presiding judge; Hon. P. K. Lawrence, district judge.

JOHN MINOR, *vs.* TILLOTSON & PRITCHARD. } *No.* 71.

This cause, which was set for to-day, was continued for want of time.

Afterwards, to wit, on the 13th day of February, 1841, the following petition, for writ of error, bond, and judge's order, was filed in the clerk's office, U. S. Circuit Court, 9th circuit, eastern district of Louisiana:

WM. J. MINOR, *vs.* SHUBAL TILLOTSON.

Circuit Court U. S., 9th circuit, eastern district Louisiana.

The petition of Wm. J. Minor respectfully shows, that he is advised that there is error in the judgment rendered by this honorable court, in this suit on the tenth day of April, 1840, and he therefore prays, that on his giving bond with Duncan F. Kenner, security in the sum of one thousand dollars, conditioned as the law directs, he may be allowed a writ of error herein to the Supreme Court of the United States, and that all other proper proceedings may be had to enable petitioner to have his cause examined and decided on by the said court.

As in duty, &c.

(Signed) JOHN LARUE,
For Petitioner.

Judge's Order.

Be it so.

(Signed) P. K. LAWRENCE,
Judge U. S.

Bond.

Know all men by these presents, that we, Wm. J. Minor and Duncan F. Kenner, residing within the jurisdiction of this honorable court, are held and firmly bound unto Shubal Tillotson, his heirs, executors, administrators, and assigns, in the sum of one thousand dollars, for the payment whereof we bind ourselves, our heirs, executors, and administrators, firmly by these presents; sealed with our seals, and dated on this twelfth day of February, in the year of our Lord one thousand eight hundred and forty-one; whereas the above bound Wm. J. Minor, this day filed a petition of a writ of error from a final judgment rendered against him in the suit of Wm. J. Minor

vs. Shubal Tillotson, in the United States circuit court, 9th circuit, eastern district of La., on the tenth day of April, one thousand eight hundred and forty.

Now the condition of the above obligation is such, that the above bound Wm. J. Minor shall prosecute his writ of error, and shall satisfy whatever judgment may be rendered against him, or that the same shall be satisfied by the proceeds of the sale of his estate real or personal, if he be cast in the appeal; otherwise, that the said Duncan F. Kenner, surety, shall be liable in his place.

(Signed) W. J. MINOR,
DUNCAN F. KENNER.

Signed, sealed, and delivered, in presence of
JAS. H. LEVINCH.

Evidence introduced during the trial of this cause, and filed in June, A. D. 1839, in addition to the EVIDENCE INTRODUCED on the former trial.

English copy of the proceedings of the Spanish government, respecting the sale of Maxant's lands, for the expenses of making the levee, &c. &c., filed June 15th, 1839.

I, Stephen de Quiñones, notary public, in and for the city and territory of Orleans for the United States, certify in the best form I can, and ought to do, that in the proceedings had (in the archives of the government) concerning the estate of the late Colonel of militia, Gilbert Anthony, of St. Maxent, in the principal paper number one, folio twelve, there is a clause of his last will duly proved, which is the thirteenth, the tenor of which is as follows:

13th. I declare, for the effects which may be proper to have among my property, a plantation in the place called Houmas, at about eighteen leagues from this city, which I purchased for the price of six thousand dollars from Maurice Conway, about seven years ago, by act passed in one of the notaries' offices in this city aforesaid, measuring eighteen arpens in front, by upwards of four leagues in depth.

And in the paper number two of the said proceedings concerning the sale of the property left by the said Maxent, at the folio three hundred and seventy-eight, there is a writing, the tenor of an extract of which is as follows:

And as for the lands of the Houmas, let the order prayed for be issued, inserting therein the contents of the foregoing writing, and let appraisers be appointed, who after they have accepted of their appointment, and promised under oath to discharge well and faithfully the duties incumbent on them, shall proceed to appraise said lands, which shall be sold for cash, in case more than the two-thirds of their appraised value be bid for them, and the proceeds of the sale shall be forwarded by the first secure opportunity.

(Signed) JOHN VENTURA MORALES,
LICENCIATE MANUEL SERRANO.

On the back of folio three hundred and seventy-eight, of the said paper number two, there is the following representation made by Evan Jones, who was then commandant of the parish of Lafourche to the intendant of the royal revenue. Being on my way to this city, I received the foregoing order, which I could not execute for the reason expressed, and as it is in my opinion necessary that the appraisement of the Houmas lands should take place as soon as possible, and as I could not cause it to be made but on my return home, I observe to you that there are in this city two persons, to wit: Simon Duconseau and Alexo Lessassier, who are sufficiently acquainted with the quality and other circumstances of the said land; therefore you could order, if you should think proper, that the said two persons do appraise the same.

New Orleans, August the first, in the year seventeen hundred and ninety-eight.

(Signed) EVAN JONES.

That immediately after, there is the following decree:

New Orleans, August the third, seventeen hundred and ninety-eight.

In consequence of the above, let the Houmas lands be appraised by Simon Ducourneau and Alexo Lessassier, who, before they proceed thereto, shall accept and take the usual oath.

(Signed) MORALES,
LICENCIATE SERRANO,
CHAS. XIMENES.

In the same paper, at the back of folio three hundred and eighty, there is the following appraisement.

At the city of New Orleans, on the same day, month, and year, before me, the notary undersigned, appeared Alexo Lessassier and Simon Ducourneau, appraisers, appointed in these proceedings, and they being informed of the foregoing decree, as also of the anterior order issued on the eleventh of July last, did say, that whereas they are well acquainted with the Houmas lands belonging to the estate of the late Colonel Gilbert Anthony de St. Maxent, at about twenty-four leagues from this city; that considering that the said lands measure about twenty-nine arpens in front, by upwards of four leagues in depth, they do appraise the same after consultation and agreement between them at the sum of twenty-four hundred dollars, the said land being now uninhabited without any buildings or improvement whatever; which price they appraise it at as the one which they consider it is worth and no more; and they have signed with me, the notary, who attest the same.

(Signed) A. LESSASSIER,
SN. DUCOURNEAU,
Before me, CHARLES XIMENES.

And immediately after comes the following decree:

The present notary shall call on the printer, and showing him the foregoing appraisement of the Houmas lands, he will cause him to publish in his Gazette a notice, informing the public that the sale of said lands shall take place on the thirteenth instant, at four o'clock in the afternoon, at this intendant's house.

(Signed) MORALES,
LICENCIATE SERRANO.

At folio three hundred and eighty-two, there is the following note: I have called, as ordered to do, on the printer, in order to cause him to publish the notice above mentioned in his Gazette, which I attest.

(Signed) XIMENES.

The notice extracted from the Gazette, number forty-one, published on the ninth of August, seventeen hundred and ninety-eight, by the printer, John Baptiste Fontaine, is as follows:

For Sale.—A land of twenty-nine arpens in front by about four leagues in depth, situated at twenty-four leagues from New Orleans, on the same side, in the place commonly called Houmas, belonging to the estate of the late St. Maxent, appraised in the inventory at the sum of two thousand and four hundred dollars, shall be finally adjudged the thirteenth instant, at four o'clock in the afternoon, at the intendant's house, to the highest bidder.

At the back of folio three hundred and eighty-two, there is the following decree:

New Orleans, August the sixth, seventeen hundred and ninety-eight.

Whereas the foregoing decree is to be executed only in case Evan Jones, commandant of Lafourche, should not have been able to sell said lands, let an order directed to him issue, containing the appraisement and this decree, directing him to proceed to the said sale for cash, provided the price bid for it be upwards of the two-thirds of the appraised value, there being no higher bidder, to pay the sum due for the making of the levee, causing the receipt thereof to be annexed to the proceedings, which, together with the balance of the proceeds of said sale, shall be forwarded to this tribunal; and to give due notice before the thirteenth instant, conformably to what has been already decreed on this subject.

(Signed) JOHN VENTURA MORALES,
LICENCIATE SERRANO.

Before me, CHARLES XIMENES.

On the back of the folio three hundred and eighty-six, there is the following writing, in the French language:

Adjudication.—At Lafourche, of Chitimachas, parish of Ascension and province of Louisiana, on this 12th day of August, seventeen hundred and ninety-eight, I, Evan Jones, captain of the regiment

of provincial militia of infantry of the German coast, and commandant of the said district, in order to comply with and execute the foregoing decree, went to the principal door of the church of the said parish, and, at the end of the holy mass, a considerable number of the inhabitants and others being there assembled, I have caused the common crier, Baptiste Cazelon, to inform the public, in a loud and distinct voice, that I was going immediately to proceed to the sale and final adjudication, to the highest bidder, of the said land, situate at the Houmas, belonging to the estate of the late Colonel Anthony Gilbert de St. Maxent, measuring twenty-nine arpens in front by the depth which could be found, opening about thirty-six degrees, joining on the upper side the land of Francis Duhan, and on the lower side that of Patrice Conway, on condition that the highest bidder or purchaser shall be obliged to pay, cash down, the price of the adjudication. And thereupon, the said land having been cried in a loud voice, and every person being invited to bid a price, the sum of eleven hundred dollars was first bid by Joseph Landry; then that of eleven hundred and fifty dollars, by Raymond Brand; that of twelve hundred dollars, by Joseph Landry; that of thirteen hundred dollars, by Raymond Brand; that of fourteen hundred dollars, by Paul Landry; that of fifteen hundred dollars, by Raymond Brand; that of fifteen hundred and fifty dollars, by Joseph Landry; that of sixteen hundred dollars, by Raymond Brand; that of sixteen hundred and twenty-five dollars, by Joseph Landry; and that of sixteen hundred and fifty dollars, by Louis Faure. And after several publications, and waiting more than two hours without any person outbidding the said Faure, I have adjudged, as I do adjudge, finally and definitively, the said land, with all its appurtenances whatever, such as it is now, to the said Lewis Faure and his heirs, for the aforesaid sum of sixteen hundred and fifty dollars, which he has paid, cash down, into my hands. And the said Lewis Faure being present, and having approved and accepted of the said adjudication made in his favor, declaring himself content and satisfied therewith, inasmuch as he has seen and visited the said land, I have closed and do close the present adjudication; and the said Lewis Faure has signed the present act in the presence of Joseph Bugeau, Peter Chieux, Joseph Cemes, and Raymond Brand, witnesses, who have signed with me the day, month, and year above written.

("Signed") LOUIS FAURE,
JOSEPH BIZOUL,
PIERRE CHIEUX,
JOSEPH CEMES,
RAYMOND BRAND,
And I, the commandant, EVAN JONES.

On the folio two hundred and seventy-six, there are the following representation and decree:

Petition.—I, Peter de Marigny, Knight of the Order of St. Louis, syndic of the creditors of the late Colonel Gilbert de St. Maxent,

concerning the proceedings had relative to the estate of the said St. Maxent, in the best manner, according to law, do say that communication has been given to me of an official letter directed to you by Michel Cantrelle, commandant of the post of Cabahanoce, in this province, by which he informs you that the plantation belonging to the said estate, situated in the post of Lafourche, and commonly called the Houmas, has not been bid for more than fifteen hundred dollars, though it was cried for sale on several Sundays, and that he thinks it will be proper to suspend the adjudication thereof until the month of August next, continuing, however, in the mean time, to cry it for sale, and sending circular letters in all the post for the information of all the inhabitants, saving your better opinion.

In answer thereto, and taking into consideration the proceedings had concerning the estate of the said deceased, I say that, in consequence of the thirteenth clause of the last will of said Maxent, which is at the folio twelve of said proceedings, he declared that the said plantation was situated in the place called Houmas, at about eighteen leagues from this city; that he had purchased it from Maurice Conway, by act passed in one of the public offices in this city, and that it measured eighteen arpens front, by upwards of four leagues in depth; that it was appraised by three appraisers, as it appears at the folio eighty-eight of said proceedings, at the sum of four thousand and five hundred dollars: and whereas the sum which has been bid for it is but the half of the two-thirds which at least it may be adjudged for, and that perhaps those inhabitants, being ignorant of the depth belonging to the said plantation, have not made the biddings according to the value which that depth must give it, you will please cause an order to issue to the said Michel Cantrelle, containing this representation and your decree thereon, and directing him to have the said plantation cried for sale until the month of August next, to send circular letters to the neighboring posts, to receive the biddings, signed by the bidders respectively, and informing every one of the depth that belongs to the said plantation; to propose to them to cause the same to be adjudged, in the whole or in parts, as he will think more proper—which biddings in the month of August he shall forward to this tribunal, that, according to them, you may determine on the adjudication to be made conformably thereto, on the terms of credit to be granted, and on the securities to be required from the purchasers. Wherefore I pray you will order conformably to my demand, which is founded on justice, &c.

(Signed) PEDRO MARIGNY.

Decree.—Let it be done as prayed for. (Here follow two flourishes.)

I certify the foregoing to be true and correct copies and extracts of the originals above mentioned, which, in order that I might make out the present, was exhibited to me by Mr. Bourgeois, the

clerk of the city council of this city, to whom I have returned the same, and to which I refer myself; as also that the notice above inserted was extracted from the printed book which was exhibited to me by John Baptist Fontaine, who kept the same in his possession, and to which I refer myself; and at the request of Daniel Clark, I grant the present at the city of New Orleans, on the fourteenth of October, eighteen hundred and *eighty*, and in the thirty-third year of the American independence, under my hand and seal of office.

(Signed) STEPHEN DE QUIÑONES, [L. S.]
Notary Public.

I, the undersigned, notary public in and for the city of New Orleans, State of Louisiana, United States of America, do certify that I have made the foregoing translation, as correctly and faithfully as my knowledge of the English and Spanish languages has enabled me, of a certain instrument of writing, which, after being marked number four, dated this day, and signed by me, in order to show its relation with the present translation, I have, together with this, delivered to General Wade Hampton, at whose request I have made this said translation.

In testimony whereof, I have hereunto set my hand, and affixed my seal of office, at New Orleans, on the sixteenth [L. S.] day of January, in the year of our Lord one thousand eight hundred and sixteen, and in the forty-first of American independence.

(Signed) MICH'L DE ARMAS.

CIRCUIT COURT U. S.
9th Circuit E. D.

MINOR
vs.
TILLOTSON.

It is agreed by and between the parties, plaintiff and defendant, in this case, that the jury sworn and empanneled to try this case shall be discharged; and that the case shall be submitted, for decision on the facts and law, to the court. That a statement of the whole evidence, both of the plaintiff and the defendant, shall be made out by the judge, as well as a statement of the facts as he finds them, so that the Supreme Court of the United States may pass upon them, in the same manner and to the same extent as if a special verdict had been found by the jury, and such statement made by the judge shall be taken and considered as the finding of a special verdict by the jury.

(Signed) ALFRED HENNEN,
Att. for Defendant.
ISAAC PRESTON,
Att. for Plaintiff.

No. 8.—Register of Receipts.

RECEIVER'S OFFICE, *Eastern District of Louisiana, New Orleans.*

Land, by whom purchased—Tract purchased—Quantity—Rate per acre—Amount of purchase money.

Date of receipt.	No.	Name.	Place of residence.	No. lot.	Post.	On what water course.	Acres.	Dol. cts.	Dols. cts.	Remarks.
1822. May 9	393	John Minor	Acadia county Parish Ascension.	-	-	Missis'pi	728. 52	1 25	910 00	Being his pre-emption right, situated in the rear of land confirmed to him.
1824. Aug. 23	435	" "	" "	-	East side left bank	"	172. 60	1 25	215 83	Purchased at private sale, being his pre-emption right of lands confirmed to him.
" "	436	" "	" "	-	-	"	204. 67	1 25	255 75	Reg. 100, by do.

Admitted to be a copy from the records of the receiver of public moneys of the land office at New Orleans, which record was brought into court by the receiver, and offered in evidence.

(Signed) ALFRED HENNEN, *for Defendant.*

Filed June 12th, 1839.

Receipt of J. T. Preston, Esq.

Documents No. 64, 4, 10, 57.

MINOR
vs.
TILLOTSON.

Received from the clerk of the United States court, documents No. 4, 10, 57, 64, in pursuance of an order of court of this date; said documents having been filed by me, as titles to the Houmas tract of land.

ISAAC PRESTON,
For Plaintiff.

NEW ORLEANS, *April* 17, 1839.

Copy of two conveyances, filed June 14, 1839.

Pre-emption act 1830.—Certificate No. 209.

THE UNITED STATES OF AMERICA,

To all to whom these presents shall come, greeting:

Whereas, Hiram Bard, of the parish of Ascension, has deposited in the General Land Office of the United States, a certificate of the register of the land office at New Orleans, whereby it appears that full payment has been made by the said Hiram Bard, according to the provisions of the act of Congress of the 24th of April, 1820, entitled "An act making further provision for the sale of the public lands," for the west half of the southwest quarter of section twenty-two, in township nine, of range two east, in the district of lands subject to sale at New Orleans, Louisiana, containing eighty acres and thirty-two hundredths of an acre, according to the official plat of the survey of the said lands, returned to the General Land Office by the Surveyor General, which said tract has been purchased by the said Hiram Bard.

Now know ye, that the United States of America, in consideration of the premises, and in conformity with the several acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant, unto the said Hiram Bard, and to his heirs, the said tract above described, to have and to hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatever nature thereunto belonging, unto the said Hiram Bard, and to his heirs and assigns forever.

In testimony whereof, I, Martin Van Buren, President of the United States of America, have caused these letters to be
[L. S.] made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand, at the city of Washington, the eighth day of November, in the year of our Lord one thousand eight hundred

and thirty-eight, and of the independence of the United States the sixty-third.

(Signed) MARTIN VAN BUREN.

By the President—

By M. VAN BUREN, *Pr. Sec'y.*

H. M. GARLAND,
Recorder of the General Land Office.

Recorded vol. 1, page 176.—Examined—Endorsed.

I, parish judge of the parish Ascension, certify that the within patent has been recorded this day in my office, in book No. 15, pages 361, 362, parish of Ascension, State of Louisiana, this sixteenth day of May, A. D. one thousand eight hundred and thirty-nine.

(Signed) EDWARD DUFFEL,
Parish Judge.

CLERK'S OFFICE, U. S. CIRCUIT COURT,
9th Circuit, Eastern District of Louisiana.

I do hereby certify the above to be a true copy of the original deed of conveyance, as offered in evidence in case of Minor *vs.* Tillotson.

Witness my hand, and the seal of the United States Circuit Court, this 15th June, A. D. 1839.

(Signed) DUNCAN N. HENNEN, *Clerk.*

Pre-emption act 29th May, 1830.—Certificate No. 208.

THE UNITED STATES OF AMERICA,

To all to whom these presents shall come, greeting:

Whereas, Raphael Gautreau, of the parish of Ascension, has deposited, in the General Land Office of the United States, a certificate of the register of the Land Office at New Orleans, whereby it appears that full payment has been made by the said Raphael Gautreau, according to the provisions of the act of Congress of 24th of April, 1820, entitled "An act making further provisions for the sale of the public lands," for the east half of the southwest quarter of section twenty-two, in township nine, of range two east, in the district of lands subject to sale at New Orleans, Louisiana, containing eighty acres and thirty-two hundredths of an acre, according to the official plat of the survey of the said lands, returned to the General Land Office by the Surveyor General, which said tract has been purchased by the said Raphael Gautreau.

Now know ye, that the United States of America, in consideration of the premises, and in conformity with the several acts of Congress, in such case made and provided, have given and granted, and by these presents do give and grant, unto the said Raphael

Gautreau, and to his heirs, the said tract above described, to have and to hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatever nature thereunto belonging, unto the said Raphael Gautreau, and to his heirs and assigns forever.

In testimony whereof, I, Martin Van Buren, President of the United States of America, have caused these letters to be [L. S.] made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand, at the city of Washington, the eighth day of November, in the year of our Lord one thousand eight hundred and thirty-eight, and of the independence of the United States the sixty-third.

(Signed) MARTIN VAN BUREN.

By the President—

By M. VAN BUREN, *Pr. Sec'y.*

Record vol. 1, page 175.—Examined—Endorsed.

I, parish judge of the parish of Ascension, certify the within to have been this day recorded in my office, in book No. 15, pages 359 and 360, parish of Ascension, State of Louisiana, May the 16th, 1839.

(Signed) EDWARD DUFFEL,
Parish Judge.

CLERK'S OFFICE, U. S. CIRCUIT COURT,
9th Circuit, Eastern District of Louisiana.

I do hereby certify the above to be a true copy of the original deed of conveyance, as offered in evidence in the case of Minor *vs.* Tillotson.

Witness my hand, and the seal of the United States Circuit Court, this 15th June, A. D. 1839.

(Signed) DUNCAN N. HENNEN, *Clerk.*

(No. 1.)

LAND OFFICE,
Eastern District of Louisiana.

I, P. A. St. Martin, register of the land office at New Orleans, do hereby certify, that in virtue of an act of Congress, dated the 11th May, 1820, John Minor purchased from the United States on the 10th day of May, 1822, for the sum of nine hundred and ten dollars, seven hundred and twenty-eight superficial acres of land (double concession) situated in the county of Acadia, and for the reason that the United States surveys in that part of this district were not completed at the time when this sale took place, the description of the tract sold is broadly recorded as having for its water course the Mississippi river, as per reference to record, entitled

"Register of Certificates," certificate No. 393; which said record is now in my possession, and forms part of the archives of this office.

In faith whereof, I hereunto subscribe my name, this 12th day of June, 1839.

(Signed) P. A. ST. MARTIN,
Register.

(No. 2.)

LAND OFFICE,
Eastern District of Louisiana.

I, P. A. St. Martin, register of the land office at New Orleans, do hereby certify, that in virtue of an act of Congress, dated the 28th of February, 1823, John Minor purchased from the United States on the 28th day of August, 1824, for the sum of two hundred and fifteen and $\frac{83}{100}$ dollars, one hundred and seventy-two and $\frac{67}{100}$ superficial acres of land (double concession) situated in the county of Acadia, and for the reason, that the United States' surveys in that part of the district were not completed at the time when this sale took place, the description of the tract sold is broadly designated in the record as having for its water course the Mississippi river, as per reference to book entitled "Register of Certificates," certificate No. 435, which said book is now in my possession, and forms part of the archives of this office.

I do further certify, that on the same day, 28th August, 1824, in virtue of the same law above referred to, and under the same conditions in every respect as are above stated, the said John Minor did, as appears per certificate No. 436, recorded in the said "Register of Certificates," purchase from the United States, for the sum of two hundred and fifty-five and $\frac{75}{100}$ dollars, two hundred and four and $\frac{69}{100}$ superficial acres of land, also double concession.

In faith whereof, I hereunto subscribe my name, this 12th day of June, 1839.

(Signed) P. A. ST. MARTIN,
Register.

(No. 9.)

LAND OFFICE,
Eastern District of Louisiana.

To the register of the land office for the eastern district of Louisiana, at New Orleans.

SIR: In virtue of an act of Congress, dated the 28th February, 1823, I apply to become the purchaser of a tract of land adjacent to, and back of a front tract already owned by me; which said front tract contains five arpens, 24 toises, and 4 feet front, and forty arpens in depth, situated in the county of Acadia, and bounded as follows, viz: on the east side of the river Mississippi, on the upper side by lands of The said back land now claimed by

right of pre-emption, extends in depth arpens, beginning at the rear of the said front tract, and contains one hundred and seventy-two $\frac{67}{100}$ superficial acres, not being a greater quantity than is contained in my front tract, and does not extend so far back as to include any lands fit for cultivation bordering on any river, creek, bayou, or water-course.

(Signed) For JOHN MINOR,
DAVID B. PARR.

NEW ORLEANS, *August 28th*, 1824.

I certify, that from the records in my office expressing the quantity of land contained in the applicant's front tract, and in virtue of the laws in this case made and provided, it appears, the said applicant is entitled to the quantity of land for which he has applied, viz: one hundred and seventy-two $\frac{67}{100}$ superficial acres, on paying the price of one dollar and twenty-five cents per acre.

(Signed) SAM. H. HARPER,
Register.

REGISTER'S OFFICE, *New Orleans.*

I, P. A. St. Martin, register of the land office at New Orleans, do hereby certify the foregoing application and certificate to be true copies of the original documents on file in this office.

In faith whereof, I hereunto subscribe my name, this 12th day of June, 1839.

(Signed) P. A. ST. MARTIN.
Register.

(No. 10.)

LAND OFFICE,
Eastern District of Louisiana.

To the register of the land office for the eastern district of Louisiana, at New Orleans.

SIR: In virtue of an act of Congress, dated 28th February, 1823, I apply to become the purchaser of a tract of land, adjacent to and back of a front tract already owned by me, and is part of a front tract which contains nine arpens front, and forty arpens in depth, situated in the county of Acadia, and bounded as follows, viz: on the east side of the river Mississippi, on the upper side by lands of Antonio Blanchard, and on the lower by lands of Maria Dapny. This land is confirmed in the name of Firmin Dapny by the board of commissioners under the No. 100, and is claimed by purchase. The said back land now claimed by right of pre-emption extends in depth arpens, beginning at the rear of the said front tract, and contains two hundred and four sixty one-hundredths superficial acres, not being a greater quantity than is contained in my front tract, and does not extend so far back as to include any lands fit

for cultivation bordering on any river, creek, bayou, or water-course.

(Signed) For JOHN MINOR,
DAVID B. PARR.

New Orleans, *August 28th*, 1824.

I certify that, from the records in my office expressing the quantity of land contained in the applicant's front tract, and in virtue of the laws in this case made and provided, it appears the said applicant is entitled to the quantity of land for which he has applied, viz: two hundred and four $\frac{60}{100}$ superficial acres, on paying the price of one dollar and twenty-five cents per acre.

(Signed) SAM. H. HARPER,
Register.

Register's Office, New Orleans.

I, P. A. St. Martin, register of the land office at New Orleans, do hereby certify the foregoing application and certificate to be true copies of the original documents on file in this office.

In faith whereof, I hereunto subscribe my name, this 12th day of June, 1839.

(Signed) P. A. ST. MARTIN,
Register.

Land Office, Eastern District of Louisiana,
General Land Office, 17*th June*, 1836.

Sir: It having been represented to this office that entries have been permitted at your office of lands within the limits of the "Houmas Grant," as claimed before the board of commissioners, I have to advise you that, although this office cannot recognise the claim as confirmed, under any circumstances, to the extent contended for by the parties interested, yet, as the law prohibits the sale of any lands to which a claim was filed in due time and according to law, with the commissioners, for the purpose of being examined, the sale of any portion of the land within the limits claimed, at the time of filing the same with the commissioners, is unauthorized, and I have, therefore, to request that you will withhold all the lands within the claimed lines from entry. You are also requested to furnish this office, as soon as practicable, with an abstract showing all the sales heretofore made within those lines, in order that the issuing of patents thereon may be prevented.

In case you should deem it necessary, you are requested to procure from the surveyor general a diagram showing the lands included within the "Houmas Grant," as claimed before the commissioners; but, to enable him to do so, it will be necessary for you

to furnish him with a copy of the report of the commissioners upon the subject.

I am, very respectfully, sir, your obedient servant,

(Signed) ETHAN A. BROWN,
Commissioner.

The Register of the Land Office,
at New Orleans, La.

Register's Office, New Orleans.

I, P. A. St. Martin, register of the land office at New Orleans, do hereby certify the foregoing letter to be a true copy of the original, received and filed at this office on the fourth day of July, 1836.

In faith whereof, I hereunto subscribe my name, this 15th day of June, 1839.

(Signed) P. A. ST. MARTIN,
Register.

Surveyor General's Office,
Donaldsonville, 16th December, 1836.

Sir: By your instructions from this office, you are required to produce the lines of the Houmas' lands according to the confirmation. You are not to understand from this that you are required to produce the lines precisely at the same degree called for in the confirmation, when the land marks indicate a different course.

There are scarcely two compasses that agree precisely, and if they did, the variation of the magnetic needle is constantly changing, so that it would be extremely improper to produce the lines now according to the courses given some thirty or forty years ago.

These remarks are made, because I have understood that the lower line of the Daniel Clark tract has been found to vary from the course called for in the confirmation.

If you should be satisfied that the posts found indicate the original course of the line, (of which you are best able to judge by observation,) you will produce the lines according to said posts, without regard to the course called for.

If those posts should be found to be in a state of decay, you will be careful to renew them in the most permanent manner.

I am, sir, yours, &c.

(Signed) H. T. WILLIAMS,
Sur. General of La.

Wm. H. Cobb, Esq., *Dep. Sur.*

General Land Office, *Feb.* 17, 1829.

Sir: Your favor of the 14th ult., covering a rough plat of the Houmas claim, has been received.

The only information in this office, and to which I have access, in relation to this claim, is: 1st, The copy of the application of Maurice Conway to the governor general; 2d, The order of Onza-

ga to Louis Andry; 3d, The report of the said Louis Andry; 4th, The grant of Bernardo de Galvez to Maurice Conway, dated the 21st of June, 1777; 5th, Copies of the decisions of the commissioners in favor of Wm. Conway, Daniel Clark, and Wm. Donaldson and John W. Scott, and a note signed by Thos. B. Robertson, stating that the above decisions had been made before he became a member of the board, and expressing his dissent to the same.

On an examination of the above papers, I am of opinion that the grant made by Galvez on the 21st day of June, 1777, is so vague in its terms, both as to boundary and quantity, that it will be indispensably necessary for the courts of justice to interfere for the purpose of defining and designating both.

The claim set up to all the vacant lands which may be embraced between the northern and southern boundary of the original grant, extended in the courses called for, leads to such absurdities that I think it impossible that the courts can sanction it. If the northern boundary, for instance, of the grant be extended, in the course called for, it would cross the Mississippi, agreeably to your plat, below the Iberville; and would strike the western boundary of the then province of Louisiana west of Red river; and the southern boundary of the grant, extended in the same way, would probably include lands on Lake Ponchartrain; and had West Florida been, at the date of the grant, as it was previously and subsequently, a part of Louisiana, then this grant would have included the whole of West Florida, as it now does a great part of Louisiana and the whole of Arkansas and Missouri, if the principle contended for be carried to the extent to which it is applicable. The boundaries of the grant must therefore be fixed by the courts; in doing which, reference will be had to the general laws of Spain in relation to the disposition of her domain, at the date of the grant; the powers with which the governors of Louisiana were invested by the King of Spain, in respect to the quantity of lands, and the object and purpose for which this particular grant was made. Under the general laws of Spain the Governor had not authority to make grants to the extent claimed under this particular one. It is not known what were the powers of the governors of Louisiana in relation to the disposition of the public lands, and the instructions to O'Reily have never been published, but from his regulations on the subject it is presumed that they were limited. The object and purpose for which the grant was asked and obtained will therefore be the leading considerations on which the courts will *be* probably decide this question; and, in so deciding, possibly may limit the grant either to the limits of the survey actually made by Louis Andry, or to the termination of eighty arpens, the usual extent granted when the front grant was deficient in timber or otherwise, or to the distance of one and a half leagues, as required in the petition. Should the court assume any of these limits, facts and circumstances may possibly occur in the investigation of the subject that may induce it to extend to the back line, so

as to be equi-distant from every part of the river. If, therefore, in making your surveys, you assume this last limitation, to wit, a league and a half, as the extent of the grant to Maurice Conway, dated the 21st of June, 1777, I think that we shall have given full scope for the court to exercise its discretion; and if the grant can be so adjudged as to exceed those limits, then it must extend to the utmost limits of the boundary of Louisiana, as they existed at the date of the grant, and to which the two described lines can be extended. The decision of the commissioners recognises the Amite as the boundary of some portion of this grant, but their decision can only be considered as recognising the validity of the grant as a complete title, and not as going to confirm any other lands than those included within the limits of the original grant. In laying down the grant, and its subdivisions, you will designate the boundaries on your plats by black lines, as far as the limits of the actual survey was made by Andrey; the other lines will be dotted; the confirmed claims interfering with it, west of the black lines, will be regularly designated by black lines.

Very respectfully,
Sir, your obed't serv't,
(Signed) GEO. GRAHAM.

JAMES P. TURNER, Esq.,
Surveyor, &c., Washington, Miss.

SURVEYOR GENERAL'S OFFICE,
Donaldsonville, Jan. 26th, 1835.

The foregoing is a true copy of a letter on record in this office.
H. T. WILLIAMS,
Surveyor General, Louisiana.

Document marked "D".—Articles of agreement,

Had, made and concluded upon this 29th day of December, in the year of our Lord one thousand eight hundred and twenty-eight, between Wm. Fulsom, principal deputy surveyor for the south-eastern district of Louisiana, acting for and in behalf of the United States, of the one part, and John Gilmore, deputy surveyor of the other part, witnesseth that the said John Gilmore, for and in the consideration of the terms, provisions, and covenants hereinafter expressed, and according to the true intent and meaning thereof, doth hereby covenant and agree with the said Wm. Fulsom, in his capacity aforesaid, that he, the said John Gilmore, will personally do and perform the following surveying, agreeably to the laws of the United States, and such instructions as may be given to him by the said William Fulsom, viz: to do all the surveying required to be done from the bayou Manchac and the river Amite, south to the south boundary of the tenth township, and from the Mississippi to the eastern limits of the southeastern district. And the said John

Gilmore further covenants and agrees, that if in the course of performing the surveys aforesaid, any corner shall fall (whether of township, section, or quarter section) within any prairie, where bearing trees, within a reasonable distance from such corner cannot be found, then and in that case, and in all such cases, he will erect mounds of earth, or sod, to perpetuate such corners; the mounds to be at least two feet six inches high and two feet six inches in diameter at the base. And the said John Gilmore further covenants and agrees that he will make out three neat and accurate plats and descriptions of each of the aforesaid townships, and fractional townships, which he shall survey, as aforesaid, with all the lines thereof according to their true length and position; and means shall be furnished by which the content of each, and all the fractional sections, can be calculated and ascertained, and that he will make the calculations of the content of each fractional section, and set it down on the plats of the townships and fractional townships; and that he will complete the surveys, plats, and descriptions, as aforesaid, and make return thereof, together with the field notes, to the office of principal deputy surveyor of the southeastern district of Louisiana, within twelve months from the date hereof, on the penalty of forfeiture and paying to the United States the sum of five hundred dollars, if default be made in any of the foregoing conditions; sickness, and other unavoidable casualties and impediments, excepted.

And the said Wm. Fulsom covenants and agrees, in his capacity aforesaid, that on the completion of the work in the manner aforesaid, there shall be paid to the said John Gilmore, on account of the United States, as a full compensation for the whole expense of surveying, making the plats, descriptions, and calculations aforesaid, four dollars per mile, for every mile, and parts of a mile, that shall actually be surveyed and marked, (random lines and offsets not included,) provided that no member of Congress have any part in this contract.

In testimony whereof, the parties to this agreement have interchangeably set their hands and seals, the day and year aforesaid.

(Signed) WM. FULSOM,
JOHN GILMORE.

Signed, sealed, and delivered, in presence of
A. H. FOSTER.

SURVEYOR GENERAL'S OFFICE,
Donaldsonville, May 25, 1839.

The foregoing is a true copy of a document on file in this office.

(Signed) H. T. WILLIAMS,
Surveyor General.

812.

CIRCUIT COURT U. S., *9th Circuit.*

MINOR
vs.
TILLOTSON.

1. Will you give copies of all surveys, plats, and proceedings in your office, relative to the lands in controversy between the parties?

2. By what authority, when and how, has Tillotson's claim been located on the township map, as it is now located?

3. Has not the tract, called Madame Judice's tract, been removed, and how and when, on the township map, from the location given to it by Walker Gilbert in 1811?

4. Where, in your opinion, from the requete order of survey and concession of Baptiste Allain, should his land be located?

5. State every thing you may known in relation to the controversy between the parties.

(Signed) ISAAC PRESTON,
Attorney for Plaintiff.

I reserve my right of objection to the above interrogatories, no objection to the form of taking the deposition.

(Signed) ALFRED HENNEN,
Attorney for Defendant.

Cross examination.

1. Will you state if it is possible to locate either the Spanish survey, or the survey of Walker Gilbert, by any other means than by going on to the ground?

2. By what means do you know that any change has been made in the location of the survey of W. Gilbert?

3. When a survey calls for an anterior survey in date, must not you find out the anterior one, before you can locate the posterior survey?

4. How would you, or would you, locate the survey for Lewis le Comte, as stated on the Spanish survey of J. B. Allain, dated 1789? Must not Le Comte's survey conform to, and be governed by, that of J. B. Allain?

(Signed) ALFRED HENNEN,
Attorney for Defendant.

Reply to the above.

CIRCUIT COURT UNITED STATES,
9th Circuit, Eastern District of Louisiana.

MINOR
vs.
TILLOTSON.

In the above case, Henry T. Williams being duly sworn, answereth and saith, in reply to the first interrogatory of the plaintiff,

that the papers marked A, B, C, D, are true copies of all surveys, plats, and proceedings in the office of the Surveyor General of the public lands of the United States, of which I have charge, relative to the lands in controversy between the parties, and which I have been able to find.

Answer to plaintiff's 2d interrogatory. The only authority that I have been able to find for the location of the land, as it appears on the township map, is derived from a document of which the paper marked D is a true copy.

Answer to plaintiff's 3d interrogatory. I have searched for the survey of Walker Gilbert, but have not been able to find it in my office; but the papers marked B and C, show that the Madame Judice tract was surveyed different from the representation on the township map, in the years 1828 and 1829, by James Allison, and I can find no notice of its removal, except by the survey of the township, which appears by paper marked A to have been made in the winter of 1830, by John Gilman.

Answer to plaintiff's 4th interrogatory. From the requisite order of survey and concession of the land of Baptiste Allain, I am of opinion that it should be located in the former district of Iberville, on the road leading to Galveztown, about one league east of the Mississippi, that the point on the Mississippi which was intended was the church, and from the maps in my office, the western boundary of the map, of which the paper marked A is a copy, appears to be about one league from the church, and the road marked on the map crosses said line nearly due east of the said church, and if there was no other evidence of where the tract was situated, except the description given in the grant, I think it ought to have been located near said western boundary of the township, and on said road. But if the lines of the Spanish survey could be identified on the ground, it ought to have been located according to them.

Answer to 5th interrogatory. It does not appear, by any thing in my office, that the township map was finally approved, either by the surveyor of public lands south of Tennessee, or by the surveyor general of the public lands for the State of Louisiana, and if any such documents exists, I have not been able to find it; but I paid the executor of John Gilmore for surveying the lands of said township, including the private claims, in November of 1834, in my capacity of surveyor general, and in pursuance of the contract, of which paper marked D is a copy.

(Signed) H. T. WILLIAMS.

Sworn to and subscribed before me, 27th May, 1839.

(Signed) JOHN H. ISLEY,
Justice of the Peace.

Answers to the cross interrogatories.

Answer to 1st interrogatory. I could not identify the land without going on the ground; but having the courses and distances

correctly given of an original survey, and the connections to other lines, corners, or objects, I could locate the survey on the township map.

Answer to 2d interrogatory. I believe I have seen a survey of Walker Gilbert, but at this time I am not able to find it; of course I cannot say that it has been changed, except that Allison's and Gilmore's surveys are not the same; this I only know from their returns as they appear in this office.

Answer to 3d interrogatory. If there is no other date but the anterior survey, it must first be found; but artificial boundaries being more liable to be changed than natural ones, and more deceptive in their nature, I would observe them with more caution.

Answer to 4th interrogatory of defendant. I think Le Compt's survey, or as it is called the Madame Judice claim, was intended to be on the west side of the Bt. Allain claim, and that the claims should be so located as not to conflict; but I do not think that it should be governed by the Allain claim if it were granted previous to the last mentioned claim, and its location were known at that time.

(Signed) H. T. WILLIAMS.

Sworn to and subscribed before me, 27th May, 1839.

(Signed) JOHN H. ILSEY,
Justice of the Peace.

U. S. Circuit Court, *9th Circuit.*

Minor
vs.
Tillotson.

John Penny, a witness for the defendant, being duly sworn, doth depose and say, that he knows the plantation where the defendant resides in controversy in this suit, and estimates the value of the improvements now existing on the place at twenty thousand dollars. He resided on the Houmas tract of land in the year 1817, in the employment of General Wade Hampton. The Clarke part of the tract was not cleared of any other. This was not cleared more than to the depth of about fifty arpents. The Donaldson and Scott was only cleared for not more than ten or fifteen arpents deep. The upper part of the tract was all wood to the road. There is cypress on all the Houmas tract, from the depth of forty arpents to the depth of eighty arpents, within which space cypress could always be had when there was not too much water in the swamps. Cypress was also to be found within forty arpents from the river on the Houmas tract. Cypress was to be found before coming to Bayou Conway, which is about forty-five arpents from the river. The plantations on the river below and above the all drain into the Bayou Conway. The distance by the river, from the upper part of the Houmas claim to the land opposite that claimed by the defendant, is about fourteen miles.

Cross examined.

Defendant was making these improvements in 1828, which was the first time he was there; that was his first sugar crop. He knows of no improvements before. There was a gin house there then, and a dwelling house. He supposes ten thousand dollars of improvements have been made since. He owns land on the Mississippi river; and should he ever wish to enter the lands back of his front tract he would conflict with the Houmas claim.

(Signed) JN. PINNY.

Sworn to before me, this 21st May, 1839.

(Signed) DUNCAN N. HENNEN, *Clerk.*

U. S. Circuit Court, *9th Circuit.*

Minor
vs.
Tillotson.

Augustus S. Philps being duly sworn, doth depose and say, that the line between the parishes of Iberville and Ascension has been run by him as surveyor, appointed under the act of the legislature of Louisiana; that the dividing line runs out between the land represented on the township maps as belonging to Lewis Paunt, and that represented as belonging to Fortier; this was the undisputed line to the depth of eight arpents beyond that point; the parish of Iberville contended that the line should run about 9 degrees south of east; and the parish of Ascension, that the line should run the same course as that it was run from the river. Mr. Mane & Roach, his father-in-law, and Elliser, then all residing north of New River, have always been considered as residents of Ascension, and have voted in that parish.

Cross examination.

I run the line alone—no other surveyor acted or assisted me—I acted for the parish of Ascension—I found the line marked as far as 80 arpents, and then turning to the eastward.

This line had been run by former commissioners, of whom Mr. P. Winfree was one, as I was informed.

I have been a surveyor for eleven years in this State; the variation of the compass on the Mississippi in this part of the State as at present, eight degrees and forty-five minutes east nearly

The oldest surveys which I have seen from this part of the State, never made it less than eight degrees east.

The variation has increased nearly fifteen minutes towards the east, since I have been in the State.

Returned commissions.

Interrogatories and answers of James Adams, John Gilmore, and others, together with the Minor will, &c.

Filed in the Circuit Court U. S., 9th Circuit, June, 1839.

JOHN MINOR
vs.
S. TILLOTSON.

In the District Court of the United States, for the Eastern District of Louisiana.

Interrogatories to be answered under oath by James Adams, a witness to be produced, sworn, and examined, by virtue of the commission hereto annexed, in the above entitled cause.

Interrogatory 1st. Please state your age; show how long you have lived in the State of Louisiana, and in what parishes.

Interrogatory 2d. Do you know the place where the defendant in the above entitled suit, S. Tillotson, resides; and how long have you known it?

Interrogatory 3d. Were you ever acquainted with a tract of land belonging to J. B. Allain? If yea, state where it is, when you first saw it, whether you have ever examined any of the boundary lines of it; and if you have remarked any particular part of the tract, state all you know or remember in relation to the same tract, its distance from the Mississippi river, by whom it was claimed and occupied, and what use was made of it, and if there were any buildings on it; what was the general reputation in the neighborhood, as to the ownership of said plantation.

Interrogatory 4th. Do you remember any remarkable, natural, or artificial object, designating any boundary or corner of the said tract? If yea, state the same, and particularly describe it, so far as your memory serves you.

Interrogatory 5th. Do you know a prairie called "the Prairie Brean?" If yea, state where it is, and describe its situation with respect to the said tract.

Interrogatory 6th. Do you know any thing further with respect to the possession, ownership, or boundaries of the said tract, which you have not already stated and detailed? If yea, please state the same fully and at length, in a particular and specific manner.

(Signed) ALFRED HENNEN,
Attorney for Plaintiff, [Def't.]

I have no cross interrogatories to submit, nor require notice of time and place of executing the commission.

(Signed) ISAAC T. PRESTON,
Attorney for Plaintiff.

Copy Commission.

Court of the United States, for the Eastern District of Louisiana.

To R. Hossy Burnet, justice of the peace in and for the parish of East Baton Rouge, State of Louisiana:

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you

call, and cause to come before you, James Adams, and him duly examine, on oath, touching and concerning certain matters and things in a cause now depending in the said court, wherein John Minor is plaintiff and S. Tillotson is defendant; and the same examinations so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause, and send also this writ.

[L. S.] Witness the honorable Samuel H. Harper, judge of said court, at the city of New Orleans, this 15th day of January, anno domini, 1834, and the fifty-eighth year of the independence of the United States of America.

(Signed) DUNCAN N. HENNEN,
Clerk.

JOHN MINOR, *vs.* S. TILLOTSON.

United States District Court, Eastern District of Louisiana.

In pursuance of the annexed commission of J. R. H. Burnett, justice of the peace for the parish of East Baton Rouge, I did cause on the 14th day of February, 1834, James Adams, of said parish, to appear before me, who, being duly sworn according to law, deposeth as follows:

Answer to 1st interrogatory. I am seventy-six years old the 24th of October last, and have resided in Louisiana upwards of forty years, and in the parishes of Iberville and East Baton Rouge.

Interrogatory 2d—answer. I have known the place where the defendant resides for forty years or upwards.

Interrogatory 3d. I have been acquainted with the tract of land belonging to J. B. Allain, situated partly on the High prairie, in the parish of Iberville, and partly on the Laurell ridge, which may lay in the parish of Ascension; as I do not know where the parish lines run, and saw the said tract of land above mentioned the second year after I came to the country from Pittsburgh, and about that time was shown a tree by Joseph Mills, an old settler in this country, which tree Mills said was Allen's cover tree; which tree had the appearance of being a line tree, the chops being regular, as is usual for line trees; which tree stood on the north side of the High prairie, close to the bluff of said High prairie, a little south of the then Galvezton road, and understood that said tract of land ran south from that tree; and shortly after that time, I went with the said J. B. Allen to the High prairie, and south cross new river, on to the Laurell ridge, and on the same mount on which Mr. S. Tillotson, the defendant, now resides; that said J. B. Allen then claimed it as his land, and wished me to settle on said land for the purpose of keeping stock on shares for him, the said Allen; that said Allen claimed the Laurell ridge in his tract, and it was called Allen's

ridge. I believe the distance from the said land to the Mississippi is about two miles; but when I first went from said land to the Mississippi, though in thick cane, about forty years ago, I thought it about three miles the way that I went, and that said land is of good quality and fit for cultivation. That about thirty-six or eight years ago, Etienne Comau had a cabin and pen on the High prairie, and kept stock there, at the place where Doctor Pritchard since built his house.

It was always understood in the neighborhood, to be Allen's land.

Answer to 4th interrogatory. I never looked for any other lines or boundaries than that already mentioned.

Answer to 5th interrogatory. I know the prairie Brean, which lays along the north side of the high prairie, and extends westward to near Brean's bayou; but when I last saw it, which was about three or four years ago, was very much grown up in timber.

To the 6th. I never knew of any other owner of said land until the death of J. B. Allen; after which Etienne Comau married the widow of said J. B. Allen, and possessed some land, and afterwards claimed and possessed by Dr. Pritchard, and afterwards by S. Tillotson, the defendant in this case.

Sworn to before me, R. Hope Burnett, justice of the peace in and for the parish of East Baton Rouge, State of Louisiana, this 14th of February, 1834.

(Signed) R. H. BURNETT,
J. Peace.

Copy Commission.

Court of the United States for the eastern district of Louisiana, to W. R. Willis, sen. esq., a justice of the peace in the parish of East Baton Rouge:

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call, and cause to come before you, John Gilmore, and him duly examine, on oath, touching and concerning certain matters and things in a cause now depending in the said court, wherein J. Minor is plaintiff, and S. Tillotson is defendant; and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court, without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the honorable Samuel H. Harper, judge of said court, at the city of New Orleans, this thirtieth day of January, anno domini 1834, and the fifty-eighth year of the independence of *of* the United States of America. [L. S.]

(Signed) DUNCAN N. HENNEN,
Dep. Clerk.

JOHN MINOR, *vs.* S. TILLOTSON. } DISTRICT COURT U. S., *for the East. Dis. of La.*

Interrogatories to be answered, on oath, by John Gilmore, a witness to be produced, sworn, and examined, on the part of the defendent, by virtue of the annexed commission:

Interrogatory 1st. Do you know the defendant, S. Tillotson? If yea, state how long, and where he now resides; in what parish, and in [what] neighborhood.

Interrogatory 2d. Are you acquainted with the science of surveying, and have you ever acted as a practical surveyor? If yea, state how long have you acted in such capacity; and for whom, when, and under what circumstances you have acted; and what surveys you have made.

Interrogatory 3d. Do you know the plantation on which the defendant now resides? If yea, state in what parish it is situated; and if you have ever surveyed the said plantation, will you be pleased to say in what capacity, by whose authority, for what purpose, and when you made the survey. State also the quantity, quality, situation, and shape of the tract or tracts of land you surveyed; who was present; according to what titles, plans, and lines you surveyed; and if you have your field notes, or any other plan of the survey, please annex a copy thereof to your answer. Giving as accurately and fully as you can the courses, distances, marks, corners, and boundaries, natural and artificial, of the whole land by you surveyed.

Interrogatory 4th. Is the said tract of land arable? If yea, how much of it? Is any part, and how much of it, under cultivation; and for what purpose? State the nature, extent, and value of the improvements; the nature of the culture and situation of the plantation, when you surveyed it; and if to your knowledge much improvements, and to what extent, have been since made on it.

Interrogatory 5th. What is the kind of growth on said land? State the various kinds of trees found growing on it; if the land is high and dry, low or flat; if ever overflowed, how, and under what circumstances. State all you know relative to the quality, situation, and nature of the land.

Interrogatory 6th. In surveying said tract of land, did you discover any marks of an ancient survey? If yea, state the same fully, particularly, and exactly; if you was able to run, from the marked trees, any and what plot of the land; describe fully the marks, their apparent age, their number; describe the trees and all the boundaries you saw.

Interrogatory 7th. In running the lines of said land, or any part of the tract or tracts, did you arrive at any river, or water-course? If yea, state fully and exactly the particulars; give the situation and distances, describe the river, state its name, its width, depth,

situation of its banks, the quantity of water found in it, the season of year you saw it, and all the particulars you may know about it.

Interrogatory 8th. Are there any lands adjoining the lands of the defendant, which are also fit for cultivation? If yea, state the situation of them; if on any water-course, its name, how cultivated, since what time, and all the particulars you know.

Interrogatory 9th. Can you give a sketch or plat of the lands contiguous to those of the defendant, also of the country for some distance round about? If yea, state how and from what surveys you have made it, the nature and extent of the lands, how far fit for cultivation, and if now actually under cultivation; how intersected by water-courses, at what distance from the river Mississippi, and all such particulars as will facilitate a correct understanding of the adjoining country.

Interrogatory 10th. Where does New river take its rise? In what direction run? Where does it empty? Are the lands on its banks fit for cultivation? Are there any settlements on it? State all the particulars you know relative to this interrogatory, the number of plantations, families, the cultivation and situation of the country, &c.

Interrogatory 11th. Do you know of any other facts, matters, or things, other than those you have already stated in your answers, which would be of any advantage to the defendant in this suit? If yea, please state the same fully and at large, with all particulars, dates, circumstances, &c.

(Signed) ALFRED HENNEN,
Attor. for defendant.

This commission to be executed on the 12th February, at the office of the justice of the peace, and on the succeeding days; notice hereof acknowledged.

(Signed) ISAAC T. PRESTON,
Attor. for plaintiff.
A. HENNEN,
For defendant.

Cross interrogatories propounded by plaintiff.

First. Was it or not, was it not customary, in surveying, under the Spanish Government, to notice in the plot all natural marks, such as bayous, lagoons, &c., which the lines may cross, and to insert the width of the same, as well as the distance which it may be from the river, or from the beginning of the survey or line which crosses it?

Second. Did you survey the Allen claim in conformity with the Spanish grant for the same?

Third. When did you obtain the plat, and was it certified by the surveyor general, or his deputy, or any officer authorized so to do?

Fourth. At the time you made the survey of the Allen tract, what evidence had you that the land you surveyed was the same granted to Allen? And do you recollect who pointed out to you the location of that grant?

Fifth. Do not surveyors' marks upon trees present an appearance nearly as old, at fifteen or twenty years from the time they were made, as they do at a much greater period?

STATE OF LOUISIANA, *parish of East Baton Rouge:*

Be it remembered, that on this 12th day of February, 1834, by virtue of the annexed commission, issued out of the court of the United States for the eastern district of Louisiana, did cause to come before me, William R. Willis, a justice of the peace for the parish of East Baton Rouge, John Gilman, a witness on the part of the defendant in a certain matter of controversy pending in the court of the United States for the eastern district of Louisiana, wherein John Minor is plaintiff and Shubal Tillotson is defendant. And he, the said John Gilmore, being first sworn upon the Holy Evangelists to answer truly to the interrogatories and cross interrogatories propounded to him annexed to said commission, in favor of the defendants, and the interrogatories propounded by the agent of the plaintiff, J. Y. Gibson, did then and there answer as follows, to wit:

Interrogatory 1st. Answers: I do; I became acquainted with S. Tillotson in the fall or winter 1829, at his residence on New river, in the parish of Ascension, on the Baptist Allen's claim, as represented on the accompanying plat.

2d. Answer: I profess to be acquainted with the science and practice of surveying. I have been in the practice since 1811, in the States of Louisiana, Mississippi, and Alabama, acting under instructions from the General Government of the United States.

3d. Answer: I do know the plantation on which the defendant, S. Tillotson, now resides; the plantation, I believe, is all situated in the parish of Ascension. I believe the northern part of the tract is situated in the parish of Iberville. I have surveyed said tract. I did it in the capacity of a deputy surveyor, and under a commission and instructions from James P. Turner, the then surveyor of public lands south of Tennessee. I did it for the purpose of designating the boundaries of the public lands, and private claims, and their quantities, and contents. I did it in the winter of 1830. The quantity contained in the J. B. Allen claim is 681 acres and 55 hundredths of an acre. The land is all good and fit for cultivation with the exception of some gum and cypress ponds, I suppose not amounting, in all, to more than twenty-five or thirty acres, and are mostly on the north part of the tract. It is situated about 45 arpents from the Mississippi, and on New river. The shape of the tracts are exhibited in the annexed plat. No person was present, except my chain carriers, at the commencement of the survey;

there may have been one or more of the neighbors come to me on the line. The survey was made in conformity with a copy, I believe, from the Spanish grant. The field notes are not now in my possession, having deposited them in the surveyor general's office. As my field notes are not in my possession, I cannot give the names of the trees marked at the corner A. I recollect it was an old tree, bearing old marks, I believe a cross and three chops on the south and east side; also a post in the ground southward of the tree, about three or four feet distant. I found some old marks on the line from A to B; also on the line from D to E, about half way of the line; the corner D was in a burn, the timber having been destroyed by fire, the appearance of where trees had stood were visible; on the line from F to G were some old marks, also from G to H, said marks having the appearance of line trees. It was bound all round by vacant lands, except so much of it as adjoins the claim of Madam Judice.

Interrogatory 4th. Answers: It is nearly all arable; about 100 acres of it was in cultivation in sugar cane and in corn. The improvements were a brick dwelling-house and kitchen, wooden negro cabins, cotton gin and sugar house. The value of improvements I would suppose to be between eight and nine thousand dollars. I do not know what improvements have been made since I surveyed it.

5th interrogatory. Answers: There are various kinds of timber on it, viz: bay, or laurel, or magnolia, frequently designated by each of their names; also hickory, oak, gum, and elm. The land is mostly high and dry; the south part has no appearance of having ever been overflowed; the northern part is liable to overflow in times of crevasses of the levees of the Mississippi. The land is of good quality.

6th. Answers: The answer to this interrogatory is contained in my answer to the third, except the age of the marks of the boundaries. The old marks resemble as to age, and from the marks on boundaries of claims which I have surveyed, the titles to which were granted at a period between 1789 and 1803, the old marks were on and near the lines run.

7th. Answers: I did cross a water-course called New river, as represented on the annexed plot. The banks are about 8 or 9 feet high; its width is about one English chain, or 66 feet, where this tract crosses it, and becomes deeper and wider on descending it 5 or 6 miles east of this tract. It is 25 or 30 yards wide, and fifteen or twenty feet deep.

8th. Answers: All the lands adjoining are fit for cultivation, with the exception of some ponds; and the lands generally on New river, for seven or eight miles, are fit for cultivation. This is as far as I have been down it. The annexed plot exhibits the situation of the settlements on New river, for three miles below the plantation of the defendant, with the names of the settlers at the time I

made the survey. The lands from the New river settlements to Galveztown are generally fit for cultivation, on which were several settlements made at the time I surveyed those lands. There are several Spanish grants between New river and Manchac bayou, a distance of about 6 miles, from thence down said bayou to Galveztown. The lands are all claimed under old Spanish titles for 40 arpens deep on the bayou, in the rear of which the lands are vacant.

9th. Answers: The annexed plot was made from a township plot, laid down from my field notes, taken when on the ground. The remainder of the answer to this interrogatory *are* given in my former answers.

10th. Answers: New river takes its rise in the front part of the plantation formerly owned by John Anderson and Stephen Anderson; thence running north-westwardly about two miles; thence winding to the north and north-eastward, to the plantation claimed by the defendant; thence running eastwardly, as far as I am acquainted with it. I never was at its entrance into the lake, but have understood that it empties into lake Maurepas.

Interrogatory 11th. Answers: I know of nothing more that would be important in the case.

Interrogatories for defendants closed.

Cross interrogatories.

1st. Answers: It is.

2d. Answers: I surveyed it in conformity with a plot which I believe to be a copy of it.

3d. Answers: I do not recollect whether from the surveyor's office, or from the claimant; nor do I recollect whether it was certified by any person. It is common for claimants to furnish to the surveyor the plots of certificates which may be necessary to the survey of their claims, their original grants being generally not in their possession—sometimes in banks, or in the parish judge's office, or in law.

4th. Answers: I was informed by settlers in the neighborhood, and I think by Mr. S. Tillotson, of the place where the corner of the claim might be found. When I was ready to commence the survey, I repaired to the spot described, and found the tree called for in the plot, and marked as a Spanish corner—the lines running from it also corresponding with the courses called for in the plot. From the corresponding, and not hearing of any other Spanish claim in the neighborhood, I entertained no doubt but the corner was the right one.

5th. Answers: The greater length of time a mark is made, the older will be its appearance, and the older they become, the slower will be the change of their appearance.

As no other witness appeared, or being required, I have closed

these interrogatories, at Baton Rouge parish, and State aforesaid, this 12th day of February, 1834.

(Signed) W. R. WILLIS,
J. Peace, E. B. Rouge, La.

Copy Commission.

Circuit Court of the United States for the eastern district of Louisiana—To any judge or justice of the peace for the parish of Ascension, La.

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you
and them duly examine on oath, touching and concerning certain matters and things in a cause now depending in the said court, wherein John Minor is plaintiff, and Tillotson and Pritchard are defendants; and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause—and send also this writ.

Witness the honorable R. B. Taney, justice of the Supreme Court of the United States, at the city of New Orleans, this [L. S.] fourteenth day of May, anno Domini 1839, and the 63d year of the independence of the United States of America.

(Signed) J. L. A. HOIT,
D'y Clerk.

CIRCUIT COURT OF THE UNITED STATES, *9th Circuit, Eastern District of Louisiana.*

MINOR
vs.
TILLOTSON.

Interrogatories to witnesses to be qualified and examined by virtue of the annexed commission:

1st. Have you any knowledge of a claim or survey of land for Baptiste Allain made in the year 1798? If so, where did it lie?

2d. Did or not the whole of that claim or survey lie north of New River, and also of a place called Laurel Ridge?

3d. Did it or not lie on the Galveztown road, and entirely in the parish of Iberville?

4th. Did or not the claim lie width of the parish of Ascension?

5th. Did said Allain make any settlement or survey within the present limits of the parish of Ascension?

6th. Will you describe the line between the parishes of Iberville and Ascension? Is it or not the same which divided the districts of Iberville and Ascension under the Spanish government?

7th. How far was Baptiste Allain's settlement, claim, or survey, from the Mississippi river?

8th. Was his claim, settlement, or survey on the low back lands of the Mississippi river, or on the highlands, bluffs, or prairies between that and Galveztown?

9th. Was there or not a general belief of the ancient inhabitants on the river that they had a claim to the double concession beyond forty arpents in depth?

10th. Were grants asked for off the river, nearer to it than eighty arpents?

11th. How far is it from the Galveztown road, directly south, to Mr. Tillotson's house?

12th. How far is the land occupied by Tillotson from the river? And in what direction does it lie from the river at the nearest point?

13th. Where was situated the claim, survey, or settlement of Louis Le Compte? Was it or not on the highlands between the Mississippi river and Galveztown? How far from the Mississippi? How far north of New River?

14th. Was or not Allain's settlement, claim, or survey, northeast of that of Le Compte, afterwards Madame Judice?

15th. Do you know the land of Minor, the plaintiff in this case? Is it or not situated in the parish of Ascension?

16th. Is the land claimed by Tillotson in Ascension or Iberville? And how far, and in what direction, is it from the line of the parishes?

17th. Does or not the land possessed by Tillotson lie within the lines of Minor's property?

18th. When was this land occupied by Tillotson first settled? By whom? For what purpose was it used?

State your age, occupation, the length of time you have resided in this State, and all you know in relation to Allain's grant, which will show that it was not in the same place as that located by Tillotson, as particularly as if interrogated thereto.

(Signed) ISAAC T. PRESTON,
Attorney for plaintiff.

The counsel for the defendant objects and excepts to the form and substance of these interrogatories; and reserves all right to except and object to them at the trial of the cause.

(Signed) ALFRED HENNEN.
Attorney for defendant.

New Orleans, *May* 15, 1839.

Cross interrogatories.

1st. Have you ever seen the survey or the claim of Baptiste Allain? If so, where is it. Can you describe it? If you can, do so.

2d. Was there ever any marked line separating the parishes of Iberville and Ascension? If so, who made it. And when? How designated?

3d. Have you ever seen the survey and claim of Louis Le Compte? If yea, where is it? Can you describe it? If you can, do so.

4th. Do you know of any thing which would benefit the defendant in defending his claim to the land on which he now resides against the present suit of the plaintiff? If yea, state the same fully and at large, in the same manner as if specifically interrogated thereto.

5th. What extent of land has the defendant cleared? What buildings and improvements has he put on the tract of land where he now resides? And what valuation do you put on them? State all you know of these particulars.

(Signed) ALFRED HENNEN,
Attorney for defendant.

Depositions of witnesses produced, sworn, and examined, on the twenty-fifth day of May, anno domini one thousand eight hundred and thirty-nine, by virtue of a commission issued out of the Circuit Court of the United States for the eastern district of Louisiana, directed to any judge or justice of the peace for the parish of Madison, La., for the examination of witnesses in a certain cause now pending in the said court, wherein John Minor is plaintiff, and Tillotson and Pritchard were defendants. The examination was made in the presence of Shubal Tillotson, defendant in the cause.

First. Jacques Gurdey being produced, sworn, and examined, declares on oath, that he is a native of France, and has resided in this parish and in the parish of Iberville for about fifty-five years; that he is sixty-five years of age. In answer to the first five interrogatories, he deposes and says: That he has no actual knowledge of a claim or survey of land for Baptiste Allain, made in the year 1798, or any previous time.

In answer to the sixth interrogatory, deponent says: That he cannot describe the line which separates the parish of Iberville from the parish of Ascension, having no practical knowledge thereof.

In answer to the 7th and 8th interrogatory, deponent says: That he has no knowledge of the survey, or of its location.

In answer to the 9th interrogatory, deponent says: That he knows nothing about the same.

In answer to the 10th interrogatory, deponent says: That he knows nothing relative to making such points.

In answer to the 11th interrogatory, he says: That he does not know.

Deponent in answer to 12th interrogatory, says: That he does not know the distance from Mr. Tillotson's land, which he occupies, to the river near its directions.

In answer to the "13th" interrogatory, deposes and says: That about 15 years since he was shown a piece of land on the prairie hereto [ ] said to belong to Louis Lecomte, between the Mississippi and Galvezton, distant about three leagues from the Mississippi, following the road from Madison church, but does not know how far off it was from New river.

In answer to these other interrogatories, deponent says: That he does not know the land of Minor, the plaintiff in this case, and in controversy; and knows nothing of the land of Tillotson. After the death of Baptesta Allain, and since the change of Government, deponent knows that one of the of Baptista Allain called on Louis Lecompte, in his presence, and desired him to have his land surveyed, that they might know how the lines were. This was at the time the Allains wished to sell their as deponent

Deponent says: That about fifteen or sixteen years since, Hopy Burnot showed him a piece of land lying on Galvezton road, which he told deponent was the land of Baptiste Allain, and that it had ten arpents front, and that it was about three leagues from the river, following the course of the road from Madison church, Iberville parish, and that it ran towards New river.

In answer to the cross interrogatories, deponent says: That he has never seen any survey in favor of Baptiste Allain, and knows nothing more relative to the claim than is already stated in his answer to the interrogatory first propounded; that he knows of no other marked line separating the parishes of Madison and Iberville; that he has never seen any survey made in favor of Louis Lecompté; and that he knows nothing more relative to the claim than is already stated in answer to the interrogatory first propounded; that he knows nothing which might benefit the defendant, in defending his present claim; and that he knows nothing relative to Mr. Tillotson's land, its situation, extent, or value.

2d. Pierre Brand, being duly sworn, declares and says, in answer to the several interrogatories propounded: That he has no personal knowledge of a claim or survey of land for Baptiste Allain, made in the year 1798, but that about twenty years since, or more, Pierre Lecompté, nephew or heir to Louis Lecompté, a tract of land lying at prairie at leagues, or a little more, from Madison church, and about a league and a half from the river Mississippi, at the division line between the parishes of Iberville and Ascension. surveyed, and that Etienne Comier, who married the widow of Baptista Allain, told him a short time afterwards that Lecompté, by his boundary lines, took away a part of his land—the land of Baptiste Allain. The line between the parishes of Iberville and Ascension is between the lands of John Louis Parnot (Iberville) and name of and during the Spanish Government run to forty arpents, and that he never knew that a line was surveyed beyond that distance; that he knows nothing personally relative to the claim of Allain, as propounded in the 8th interrogatory.

In answer to the 9th, he states: That to the best of his knowledge the ancient inhabitants believed generally that they had a claim to the double concession beyond forty arpents in depth; does not know whether grants were made for off the river than eighty arpents.

In answer to the 11th interrogatory, says: That he *know* not know; and also gives the same answer to the next interrogatory, is the land of Louis Lecompte was situated on the prairie , between Mississippi river and Galvezton; does not know any thing about the distance of Tillotson's claim from the river was of its the same; and knows nothing about the situation of the land of line, in the parish of Ascension, (the land in controversy;) and does not know whether the land possessed by Tillotson lies within the lines of Minor's property; and does not know any thing about the occupation or settlement of the land. Brand says that he is about 58 years of age; that he is a native of the parish St James; and that he has lived in this parish for 52 years; and that he is a planter. Deponent says, that he had heard that the claim of Baptiste Allain was immediately back of the land of Louis Lecompte; and that it ran a little way into the Laurell ridge.

Cross Interrogatories.

The deponent, in answering the cross interrogatories, says: That he never saw the survey or title of Baptiste Allain; has already answered all he knows about the boundaries or lines between the parishes; has never seen the survey or title of Louis Lecompte; knows nothing about said claim which would benefit the defendant in the suit; can give no information relative to the value of the lands, and improvements on Tillotson's land, or the extent of the clearing. And further the deponent says not.

(Signed) PIERRE BRAND.

Witness to the mark.

ALBERT DUFFEL.

JNO. C. POTTS.

Sworn to and subscribed before me, parish of Ascension, 25th May, 1839.

EDWARD DUFFEL,
Parish Judge of the Parish of Ascension.

I do hereby certify that the preceding depositions of James Gurdry and Pierre Brand, taken in answer to certain interrogatories and cross interrogatories, accompanying the commission hereunto annexed, were taken by me, at my office, between the hours of ten A. M. and 4 P. M., of the 25th day of May, 1839; and that they were signed by this ordinary mark of Jacques Guedrey, (who knew not how to sign,) and the proper signature of Pierre Brand, in my presence, and this is my return and process, verbally, of this taking of such depositions.

Witness my hand and private seal, at the parish of Ascension, this 25th day of May, 1839.

(Signed) EDWARD DUFFEL, [L. S.]
Parish Judge.

STATE OF MISSISSIPPI,
Adams County, ss:

Know all men by these presents:

That whereas, in and by the last will and testament of Stephen Minor, formerly of the county aforesaid, deceased, duly proved and recorded in the proper office of the county aforesaid, and also in that of the parish of Concordia, in the State of Louisiana, the said Stephen Minor did devise unto his sons, Stephen Minor and William John Minor, all his lands in the parish of Concordia aforesaid; and also an undivided moiety of the two islands called Ship island and Deer island, in the parish of , in the State of Louisiana; and did also bequeath unto each of his said sons, to be paid to them respectively, on the arrival of the youngest at full age, by his executors, in the said last will and testament named and constituted, a sum of money to be equal to such sums as should then have been advanced to either of his daughters, Frances or Catharine Lintol, on their marriage, or at the age of twenty-one years, adding thereto, an interest of six per cent. per annum, from the time of the same being advanced.

Now, therefore, these presents witness, that Catharine Minor, widow of the late testator, and John Minor, both of the county aforesaid, the executors in the said last will and testament named and constituted, do hereby, in order to carry into effect the provisions of the last will and testament of the said testator, recognise and confirm, unto the said Stephen Minor and William John Minor, their right, title, and interest, of, in, and to, all the estate, real and personal, in the said devise and bequest mentioned, and do hereby make to them, seizen and delivery, of all and singular, the lands before mentioned, and assent to the legacies aforesaid.

And whereas, the said Catharine Minor and John Minor, executors as aforesaid, in pursuance of the power to them given, in and by the said last will and testament, and in order to carry into effect the provisions thereof, have conveyed to the said Stephen Minor, for the price of ten thousand dollars, in payment of so much of the portion or share of the estate of the said testator, due to the said Stephen Minor, a certain tract of land and plantation in the said parish of Concordia, on the Lake Concordia, containing eight hundred and sixty arpens, more or less, bounded on the east by a tract of three hundred arpens, conveyed by the said John Minor to the said Stephen Minor, and on the west by the Winds or Forest plantation; and to the said William John Minor, for the price of thirty-five thousand dollars, in payment of so much of the portion or share of the same estate due to the said William John Minor, an undivided moiety of a certain tract of land and plantation called Waterloo, in the parish of Ascension, in the State of Louisiana, containing twenty-seven arpens on the river, and eighty arpens in depth, bounded on the lower side by lands claimed by Stephen Henderson

and John Henderson, and on the upper side by lands claimed by John Cling; also an undivided moiety of the following negroes, slaves for life, viz: Tegur, Elijah, Puller, Jesse, Mingo, and John Martell, men; Mary, Louise, Christeen, and Nora, women; and an undivided moiety of all the stock of cattle, horses, mules, hogs, sheep, and the like, and of all the farming utensils of every description upon the said land and plantation; the said first mentioned tract of land, and the said undivided moiety of the other tract of land, negroes, stock, and farming utensils, having been purchased by the said John Minor for, and on account of, the succession of the said testator, from the proceeds of the estate of the said succession, under his administration thereof, and in pursuance of the power to him given, in and by the said last will and testament.

Now, therefore, these presents do further witness, that Frances Chotare, one of the legatees and heirs of the said testator, authorized and aided herein by her husband Henry Chotard, of the county aforesaid, having read and understood what is hereinbefore written, and hereby renouncing all and every plea or exception of the law of Louisiana, whereby this, her voluntary act, might be excepted to; and Catharine L. Wilkins, wife of James E. Wilkins, of the county aforesaid, having by marriage contract, recorded in the proper office of the county aforesaid, all her estate, separate from her said husband, with power to dispose of the same by writing, under her own hand, they, the said Frances Chotard and Catharine L. Wilkins, for, and in consideration of, their respective legacies and portions of the estate of the said testator, by them respectively received, viz: the sum of fifty thousand dollars by each of them, do hereby declare their acquiescence in all that is hereinbefore recited, and particularly in the conveyances herein recited, to have been made as aforesaid, to the said Stephen Minor and William John Minor, as and for an absolute partition between themselves respectively, and the said Stephen Minor and William John Minor respectively, of their several portions of the estate of the said testator, according to the said last will and testament; and they do hereby, for the consideration aforesaid, for themselves respectively, their respective heirs, executors, and administrators, release, and forever quit claim unto the said Stephen Minor and William John Minor respectively, their respective heirs or assigns, all the right, title, interest, or claim, they, or either of them, might have of, in, and to, the said lands and premises, or any part thereof; and the said Catharine Minor and John Minor, trustees named and constituted in the said marriage contract, do hereby declare their concurrence with the said Catharine L. Williams in the partition and release by her, herein declared and made as aforesaid.

And these presents do further witness, that the said Stephen Minor and William John Minor, for themselves respectively, and for their respective heirs, executors, and administrators, do hereby release, and forever quit claim unto the said Frances Chotard and

Catharine L. Wilkins respectively, their respective heirs or assigns, all right, title, and interest, which they, or either of them, might have, or claim to have, for any abatement or apportionment of the several portions of the estate of the said testator, by the said Frances Chotard and Catharine L. Wilkins respectively received; and they, the said Stephen Minor and William John Minor, as aforesaid, do hereby mutually release, and forever quit claim, each unto the other, his respective heirs or assigns, that is to say, the said Stephen Minor, all the right, title, and interest, which he might have, or claim to have, to the land and premises hereinbefore recited to have been conveyed to the said William John Minor, as aforesaid; and the said William John Minor all the right, title, and interest, which he might have, or claim to have, to the land and premises hereinbefore recited to have been conveyed to the said Stephen Minor, as aforesaid; and they hereby declaring the same to be as, and for, an absolute partition between themselves, of so much and such portions of the estate of the said testator, to be held and enjoyed by each other in severalty, and in pursuance of the provisions of the said last will and testament.

In testimony of all whereof, the said parties to these presents have hereunto set their hands and seals, at Natchez, in the county aforesaid, this tenth day of March, A. D. one thousand eight hundred and twenty-nine.

(Signed) F. M. CHOTARD, [SEAL.]
H. CHOTARD, [SEAL.]
C. L. WILKINS, [SEAL.]
K. MINOR, [SEAL.]
JOHN MINOR, [SEAL.]
ST. MINOR, [SEAL.]
WM. J. MINOR. [SEAL.]

Signed, sealed, and delivered in presence of—
WM. BURNE,
LEWIS WAILES.

In the name of God, Amen!

I, John Minor, of the county of Adams and State of Mississippi, considering the uncertainty of life, and being of sound mind [and] memory, do make this my last will and testament, in manner and form following:

Firstly. I give and bequeath to my late beloved brother's widow, Katharine Minor, the sum of five thousand dollars.

Item: I give and bequeath unto each of my beloved nieces, Frances M. Chotard and Catharine L. M. Wilkins, daughters of my late brother, Stephen Minor, and Catharine, his wife, the sum of ten thousand dollars each; and I will and direct that my executors, hereinafter to be named, shall invest such sum of ten thousand dollars for each of my said nieces, in bank stock or other productive property, real or personal, and convey the same to trustees,

to be so settled to the use of my said nieces that only the income thereof, during any coverture, shall be subject to the control of their husbands, with power to said nieces to bequeath the same by last will and testament, notwithstanding any coverture; and in default thereof, to descend to their right heirs.

Item: I give and bequeath to each of my brothers, Philip Minor and Samuel Minor, the sum of two thousand dollars; and to my brother, Joseph Minor, the farm or tract of land situated near Connorville, in the State of Indiana, on which he now resides.

Item: I give and bequeath to my brothers, Joseph Minor, Theophilus Minor, and Noah Minor, and to each and every of them, all debts, notes, and demands, which I may have against each and every of them.

Item: I hereby will and direct that the aforesaid legacies and sums of money shall be paid to the said respective legatees, or conveyed to trustees for their use, as aforesaid, from the proceeds of my personal estate and debts due to me, and from the income and revenue of my real estate, within the period of five years after my decease, and as much sooner as it can be done from the proceeds of such personal estate and debts, and from the income and revenue of my real estate. And if the proceeds of my personal estate and debts, and the income and revenue of my real estate, should not prove sufficient to pay and invest the aforesaid legacies or sums of money within the said period of five years after my decease, then and in that case I order and direct, that my executors shall sell and dispose of such portion or portions of my real estate as they may think proper and most advantageous to the interests of my estate, and as may be sufficient to pay and invest the legacies or sums of money aforesaid.

Item: I give, devise, and bequeath, unto my grand neice, Catharine Chotard, the daughter of my niece, Frances M. Chotard and Major Henry Chotard, a certain mulatto slave named Maria, and also a lot of ground situated in the city of Natchez, and adjoining to a lot belonging to the estate of my late brother, Stephen Minor.

Item: I hereby give, devise, and bequeath, to my dear nephew, William John Minor, son of my late brother, Stephen Minor and Katharine his wife, after paying and conveying the aforesaid legacies and devises, all the rest, remainder, and residue of my messuages, lands and tenements, with the appurtenances and fixtures thereto belonging, situate and lying in the States of Louisiana and Mississippi, or elsewhere; also all my negro slaves, horses, mules, and cattle, farming utensils, debts, and personal property of every description; and in case of the death of the said William John without legal issue, then and in that case I will and bequeath all my lands, tenements, slaves, and property of every description, after paying the legacies and devises aforesaid, to my nieces, Frances M. Chotard and Catharine L. M. Wilkins, in even and equal portions, and to their heirs forever.

The plantation called Waterloo, situated on the Mississippi, in the parish of Iberville and State of Louisiana, consisting of four tracts of land, and [one] of which tracts was purchased of a certain Martel, another of John Cling, a third of Wade Hampton, and the fourth a tract of nine acres front, lately purchased, and situated on the north side and adjoining three former tracts, together with twelve negro slaves, purchased of said Martel, were paid for, jointly and equally, with my own funds and funds belonging to the estate of my late brother, Stephen Minor, although the titles were taken in my own name, only inadvertently. I therefore will and direct my executors to release to the executors or administrators of the said Stephen Minor, one undivided half part of said plantation and negroes above mentioned, and one-half of the implements, appurtenances, and stock belonging to the same, in trust for his heirs, and for their uses, expressed in the last will and testament of the said Stephen Minor, provided the deeds of gift of said half part of said plantation and negroes, made and executed by me to Sarah Rowell, and by said Sarah Rowell made and re-conveyed to the executors of the late Stephen Minor, in trust for the purpose of securing the use of said property to his heirs, to whom it of right belongs, should be found or prove informal, illegal, or otherwise insufficient to convey said half part of said plantation and negroes, in trust as aforesaid, to the executors of the said Stephen Minor.

I hereby will and direct, that my negro man Spenor, obtained by me from the estate of my late brother, in exchange for Arthur, in consideration of his faithful services rendered to me, shall be manumited and set free at my decease; and I hereby request, enjoin, and authorize my executor to manumit and set free said slave Spenor without delay; and I further will and direct, that the necessary expenses incurred in establishing his freedom, shall be paid out of my estate.

I hereby will and direct, that my lands in the State of Indiana, which were purchased of Samuel Clarkson, be sold, and the proceeds thereof appropriated to the payment of the legacies above mentioned.

I hereby constitute and appoint my beloved brother, Philip Minor, of the State of Louisiana, and my friend James C. Wilkins, of the State of Mississippi, executors of this my last will and testament, hereby revoking all former wills made by me.

Having made and published this my last will and testament; in witness whereof, I have hereunto set my hand and seal, this tenth day of May, in the year of our Lord one thousand eight hundred and twenty-seven.

(Signed) JOHN MINOR, [SEAL.]

Signed, sealed, published, and declared by the above named John Minor, to be his last will and testament, in presence of us, who

have hereunto subscribed our names as witnesses, in the presence of the testator.

WM. BURNE,
FRANKLIN BECURMONT,
JAMES FERGUSON.

Adam's Orphan's Court, October Term, 1832.

James Ferguson, whose name is subscribed above as a witness to the above will, being sworn in open court, says, that he saw John Minor sign, seal, and acknowledge the same as and for his last will and testament, and that he, said witness, subscribed the said will as a witness at the request of Minor, and in his presence, and in presence of the other subscribing witnesses, all of which witnesses subscribed said will at the request of the said testator, and in his presence, and in the presence of each other; and that said Minor was, at the time of doing so, of sound mind and memory, and capable of disposing of his estate as therein named.

(Signed) JAMES FERGUSON.

I, the within named John Minor, do make this present codicil, which I direct shall be taken as and for part of my within written last will and testament, and which will, as to all the uses, trusts, conditions, gifts, devises, legacies, bequests, directions, and appointments, therein mentioned, given and contained, I do, by this my codicil, ratify and confirm, save and except the deposition, and direction, and clause, in said will mentioned, and in this codicil revoked and made void, to wit: whereas, since the making of my said last will, my said negro man named Spencer, therein named, has acted unfaithfully, and I have sold him now; I, the said John Minor, by this my codicil, to my said will annexed, do hereby revoke my will and direction, that said Spencer should be manumitted and set free at my decease, and also revoke my injunction upon my executors in said will, to manumit and set free said Spencer; and hereby direct and will, that said negro Spencer be, and remain, a slave for life, as he now is.

In witness whereof, I have hereunto set my hand and seal, this ——— day of ———, A. D. 1830.

JOHN MINOR, [SEAL.]

Signed, sealed, published, and declared by the said John Minor, as and for a codicil to his within last will and testament, in presence of us, who have subscribed our names as witnesses thereto, in his presence.

JNO. C. POTTS,
WM. BRUNE,
D. VORWERCK.

Orphan's Court of Adam's County, October Term, 1832.

D. Vorwerck, one of the witnesses subscribed to the above codicil to the will of John Minor, dec'd., being sworn in open court, says, that he was present when said Minor signed, sealed, and published the above, to be a codicil to his last will and testament; that he, and the other witnesses, at the request of said Minor, and in his presence, and in the presence of each other, subscribed their names as witnesses thereto, and that the said John Minor was at the time [of] doing the same, of sound and disposing mind and memory.

(Signed) D. VORWERCK.

STATE OF MISSISSIPPI, ADAMS COUNTY,
Orphan's Court, October Term, 1832.

"An instrument in writing, purporting to [be] the last will and testament of John Minor, dec'd., as also a codicil to the same, was presented by William Minor, and the said will was proven by the oath of James Ferguson, one of the subscribing witnesses thereto, and the said codicil was proven by the oath of D. Vorwerck, one of the subscribing witnesses to the same, as the law directs, and the same is ordered to be recorded.

STATE OF MISSISSIPPI, *Adams county, ss:*

I, Woodson Wren, register of the orphan's court of said county, certify that the foregoing six pages contain true copies of the original last will and testament, and codicil thereto, of John Minor, deceased, and affidavits by which they were proven—all of which are on file in my office; and also the order of the court of probate approving the same.

Given under my hand and seal of office, at the city of Natchez, this 10th day of December, 1832.

(Signed) WOODSON WREN, *Register.*

STATE OF MISSISSIPPI, *Adams county, ss:*

I, Covington Rawlings, judge of probate court for said county, certify that Woodson Wren, whose name is subscribed to the foregoing certificate, was, on the 10th day of December, 1832, and now is, register of the orphan's court of said county; and that said certificate is in due form of law.

Given under my hand and seal, this 11th day of December, 1832.

C. RAWLINGS, [L. S.]
Judge Probate.

STATE OF MISSISSIPPI, *Adams county, ss:*

I, Woodson Wren, register of the orphan's court of said county, certify that Covington Rawlings, Esq., whose name is subscribed to last certificate above, was, on the 11th day of December, 1832, and now is, judge of probate of said county, duly commissioned and qualified.

Given under my hand and seal of office, at the city of Natchez, this day of December, 1832.

WOODSON WREN, *Register.*

Received this day, by order of the probate court of the parish of Ascension, State of Louisiana, in virtue of a decree dated 22d March, 1834, in book of Wills, page 100 et seq.

Given under my hand and seal of office, 22d March, 1834, parish of Ascension.

(Signed) EDWARD DUFFEL, *Judge.*

STATE OF MISSISSIPPI, *Adams county, ss:*

Before me, Levin Wailes, a notary public for the county aforesaid, residing in the city of Natchez, personally appeared Frances Chotard, and her husband Henry Chotard, Catharine Lintot Wilkins, wife of James C. Wilkins, Katharine Minor, executrix, and John Minor, executor of the last will and testament of Stephen Minor, and William John Minor—all parties tc the within instrument of writing—and severally acknowledged that they signed, sealed, and delivered the same, as their and each of their voluntary acts and deeds, on the day and for the purposes therein mentioned. And the said Frances Chotard being by me examined out of the hearing of her husband, declared that she signed, sealed, and delivered the same, as her voluntary act, without thereto, by fear of the displeasure of her said husband.

Given under my hand and notarial seal, the sixth day of April, A. D. 1839.

LEVIN WAILES,
Notary Public.

I hereby certify, that I have recorded this instrument of writing in my current register of Acts, in book page 1180.

Witness my hand and seal, at the parish of Ascension, State of Louisiana, this thirteenth April, eighteen hundred and twenty-nine.

(Signed) EDWARD DUFFEL,
Parish Judge.

STATE OF MISSISSIPPI, *Adams county, ss:*

I Halsey Townsend, presiding justice of the county court of the said county, certify that Levin Wailes, whose name is subscribed to the above certificate of acknowledgment, is a notary public in and for the said county, duly commissioned and qualified.

Given under my hand and seal, at the city of Natchez, this 6th day of April, A. D. 1829.

HALSEY TOWNSEND, *Judge.* [L. S.]

[REC. LV, J. T. 1843.]—15

STATE OF MISSISSIPPI, *Adams county, ss:*

I, Woodson Wren, clerk of the county court of said county, certify that Halsey Townsend, Esq., whose name is subscribed to the above certificate, is the presiding judge of the court aforesaid, duly commissioned and qualified.

Given under my hand and official seal, at the city of Natchez, this 6th day of April, A. D. 1829.

WOODSON WREN, *Clerk.*

STATE OF LOUISIANA, *Parish of Ascension.*

Court of Probates, 22d March, 1834.

Present: E. Duffel, judge.

"On reading the petition of William John Minor, and the record duly certified according to law, of the last will and testament, and codicil annexed, of the late John Minor, of Adams county, Mississippi, dec'd, and of the probate proceeding had thereon, filed in this case; and it appearing, to the satisfaction of the court, that the said last will and testament was duly proved, according to the laws of the State of Mississippi, where it was made; and it being in evidence that the testator died out of the State, without leaving any forced heir whatever: it is ordered that said will and testament be executed and recorded, and that the petitioner, William John Minor, be recognised as universal legatee of said John Minor, deceased.—Art. 1589 and 1637 of Louisiana Code."

I certify the foregoing to be a true copy of the order of the probate court of the parish of Ascension, in the matter of the probate of the last will and testament of the late John Minor, deceased.

Witness my hand and seal of said court, at the parish of Ascension, 22d March, 1834.

EDWARD DUFFEL,
Parish Judge, ex-officio Judge of Probate.

MINOR, }
vs. }
MINOR. }

Circuit Court United States, 9th circuit.

Ambrose Bridges, a witness for the plaintiff, being duly sworn, doth depose and say, that he has carefully examined his deposition given in this case before Judge Duffel, the 19th of May, 1829, under a commission, at the time John Cling, Alexander Brand, and Jean Baptiste Cling were examined by him, all of whom have since departed this life; the said deposition contains the truth in every particular. Since that period, the defendant has made extensive clearings and enclosures within the survey of the Judice claim, as run out by W. Lloyd, in presence of witness. He has enclosed at least thirty acres in said survey.

Deponent further says, that the claim of defendant might have been laid on the northeast of the Judice claim, as run out by Mr. Lloyd, and on the Galvezton road, and its full quantity obtained without interfering with the Judice claim or the back concessions on the river. There was also land between the Judice claim and the river, on the Galvezton road. It was about three miles from the Judice claim to bayou Brand.

Deponent knew the family of Lecompte and Madam Judice; they lived in the parish of Ascension, between Minor's and Donaldsonville. The High prairie was, from his earliest knowledge of the country, called Lecompte's prairie. He has heard the old inhabitants always call it thus, and never heard it called Allain's prairie.

When he run the lines with Lloyd, he saw no appearance of lines or surveys except on the Judice lines, the boundary posts on which appeared to be old.

Deponent lives on New river, below Wm. Tillotson, and is well acquainted with it. It goes dry generally in the summer, there remaining water in some places, and in other places it is entirely dry. It is not a constantly running stream. In rains it gets very high, in dry weather very low. It is nothing else than a drain of the country in rains; and when the transpiration from the river is very great, it is the same as the other bayous that run out of the bends of the Mississippi river, and not larger at W. Tillotson's than the bayou Conway back of the Houmas plantation. Deponent dug a well in the bed of it to get water, but could not.

The line between the parishes runs out between Fortier and Parent's, eighty acres; run twelve or thirteen years ago, directly east.

All right of objection to the matter, but not form and manner, of this deposition reserved.

(Signed) A. HENNEN.

Cross examination.

Whereabouts, in the Judice claim, are the extensive clearings and enclosures made by defendant, to which you refer? To the east of the J. B. Allain tract.

Do you know if defendant cultivated, cleared, or used any of the Judice tract, as laid down by W. Gilbert, prior to the institution of this suit in November, 1827? I believe he did not.

Do you know if it is the defendant or his brother who has made the enclosures and clearings to which you have referred? I am not able to say; they are, however, working together.

If the J. B. Allain claim had been located in 1789 by the Spanish surveyor, as now claimed by the defendant, could it be changed by the defendant and put on any other spot? I do not think it could.

What is the quality and situation of the land to the northeast of the Judice tract, as laid down by W. Gilbert? It is low, and sub-

ject to inundation, so is the land to the west of it; towards the river, on the Galvezton road, water covers it ten feet sometimes.

Have you heard and understood that there are any claims, under the Spanish titles, set up to lands north of the Judice survey, as made by W. Gilbert? I have heard of such claims within half a mile of it, to the north.

Witness says the prairie above mentioned was most generally called High prairie, and sometimes Lecompte's prairie. Where witness now resides, about five miles from the defendant's, New river is 100 or 150 feet wide and ten feet deep, in some places, and in the lowest water. Witness has seen the water in New river, in high water, on the defendant's place, eight feet deep.

Nearly all the land in the vicinity, except the Laurel ridge, is liable to overflow. The place near the witness's house, where the New river is deep and wide, is about three quarters of a mile long, and is a pond or lake; and below that the river is again narrow, and the water low.

AMBROSE BRIDGES.

Sworn to and subscribed before me, this 22d May, A. D. 1839.

T. W. COLLINS,
U. S. Com'r.

MINOR, }
vs. }
MINOR. }

Circuit Court United States, eastern district of Louisiana, 9th circuit.

Philip Winfree, a witness for the defendant, being duly sworn, doth depose and say: that he has been an inhabitant of the parish of Iberville since the month of August, A. D. 1806, where he has continued to reside. This deponent has been acquainted, since the year 1817, with the tract of land where the defendant, S. Tillotson, now resides, and about which there is a controversy between the parties to this suit.

He wished to purchase said tract of land in 1816 or 1817, and for that purpose he went on to it for the purpose of examination. The Spanish grant for the land was exhibited to him, and he had it in possession some days. It was John Baptiste Allain, the reputed son of the grantee, J. B. Allain, who exhibited the title, and with whom he was in treaty about the purchase. At this time he went into the southern and eastern part of the tract. Hopwell Barnet, then residing near the land, went on to it with him, and pointed it out and gave a description of it. He is satisfied from what he then saw and knew of the tract of land, that it is the same on which the defendant, Tillotson, now is and resides. Since this controversy between the parties about 1830, he examined the most southern line of this tract, running eastwardly and westwardly; he had a compass with him at the time; which line he run about half the distance of

it. He had just examined the plat of the land annexed to the Spanish survey, for the purpose of designating the line; he run in conformity with the said survey, and was satisfied; that he was satisfied that he was on the original line run by the Spanish survey; he found the corner tree; that is the southeasternmost corner of the tract, and run westwardly from it. The ancient marks were then visible on the trees; from their appearance, he is satisfied and confident that they were the same marks mentioned in the Spanish survey.

He remembers distinctly on running to a briar patch which was impenetrable—that inquiry was made what should be then done—when he took the course by the compass, and directed the persons with him to go round to a particular tree on the line, which he said would be found to be marked—they did so, and the tree was found marked accordingly.

The line was at the distance of about fifty or sixty arpents from the river—he knows this line to be the same now dividing the lands of the defendant, Tillotson, from those claimed by the plaintiff. From the reputation in the neighborhood, which has always been uniform, this tract of land has been known and called by the name of the Allain tract.

This tract of land was always, until lately, considered to be within the parish of Iberville—until in fact, a survey was made by four commissioners, of whom he was one—the other commissioners run the line so as to make it in the parish of Ascension in part—while he dissented from them—he believes the line has never been sanctioned by the legislature. According to the survey of the other commissioners, part of the tract is in the parish of Iberville, and part in the parish of Ascension.

This tract of land (the Allain tract) is higher than the lands between it and the river. The soil partakes of that of the highlands, being somewhat yellowish. The growth is of magnolia, white oak, elm and linn sassafras, highland dogwood also—he speaks of part of the growth of it.

Mr. S. Tillotson lives upon a mound which never would overflow on the breaking of the levees; and much of the Laurel ridge which runs about a mile across the tract would not overflow either, as he thinks.

New River runs through a part of this tract—it is a considerable stream, and might be rendered occasionally navigable from Lake Maurepas to within twenty acres or less of the river Mississippi if the trees were cut out. The lands on New River, from the Mississippi and downwards for a considerable distance, say fifteen miles, as high and fit for cultivation. The lands on New River are better for cultivation in many respects than those on the Mississippi.

Cross examined.

That witness has lived in the parish of Iberville thirty-two years—the line between the parishes of Iberville and Ascension,

running from the river, has always been the same, and runs out between the lands of Fortier and Jean and Parent to the back of their grants, and then taking an easterly course, though the line was not defined.

Where Tillotson's present lines cross New River it is from fifty to an hundred feet wide. It is some times dry, and has some times eight or nine feet water. It is the drains and rains that give it this length, and some times the Amité backs it up so as to give it a depth of water—generally through the winter it has a good deal of water in it. He presumes it is dry every summer at some time or other.

From the rear of Madam Donat Hebert's place on the river down to Wm. Tillotson's place, New River, is the same as the other drains, fed from the large bends of the Mississippi. From Lake Maurepas to the little Amite, he thinks there is running water, one way or the other, always in New River, but cannot say that there is above the little Amite.

The road known in early times as the Galveztown road, run from St. Gabriel's church to Galveztown. The southern lines of Mr. Tillotson's land, he thinks, is about two miles south of that road. The nearest part of his land, as at present laid down, is about four miles from the church.

There are two or three small prairies between the church and Tillotson's land through which the road passes. There is a bayou called Brand's bayou, about a mile and a quarter from the church where the road crosses it. The small openings he speaks of are between the bayou and Mr. Tillotson's land, which is two or three miles from the bayou, or about three miles, but I am not certain as to the measures.

Mr. Tillotson commenced making his settlement south of New River about two or three years before the first trial between him and Mr. Minor.

Mr. Tillotson was with him when he attempted to run the southern line of his tract spoken of in his principal examination.

He has always understood, from the old inhabitants of the country, that the Spanish Government granted the double concession to the front proprietor in preference to others, but if they did not take it, would grant the lands to others.

(Signed) PHILIP WINFREE.

Sworn to before me, this 21st May, 1839.

(Signed) DUNCAN N. HENNEN, *Clerk.*

The tree he mentions beyond the briar patch, was on the line between Minor and Tillotson—that is, the southern line of Tillotson, and not on his corner; he thinks it was an oak. The trees were marked along the line. He run no other line than that one, was with him, and it was just before the last trial.

In 1817, when he went to visit the land, he could not get to the Laurel ridge on account of the briars.

There were in Spanish times two districts, the district of Iberville and the district of Galvezton, and he considers that the two were included in the parish of Iberville by our constitution.

Since the last time the lines were run, part of the old district of Galvezton is included in the parish of Ascension, and part in the parish of Iberville. All the lands behind the first forty arpens, on the river, were considered as being in the district of Galvezton.

MINOR, *vs.* TILLOTSON. } CIRCUIT COURT U. S., *East. Dis. of La., Ninth Circuit.*

Richard Hope Brunett, a witness for the defendant, being duly sworn, doth depose and say: That he has been residing in the neighborhood of the plantation of the defendant for more than thirty years past. That in the year eighteen and ten, he was in treaty for the purchase of a piece of land of mad'e widow Judice, situated in the high prairie, in the parish of Iberville, on the Galveztown road, at a distance of about three miles from the river Mississippi. The tract was of twenty arpens front, by the ordinary depth of forty; one half of which I wished to purchase. In the half I wished to purchase was to be included the whole of the said high prairie. Before the purchase was completed she was to divide the tract by a survey, and give me an opportunity *to* examining the land. In the spring of the year eighteen hundred and eleven, Mad'e Judice promised to send her son, Pierre Lecompte, with a surveyor, to measure the land; and accordingly, some time about the month of March, A. D. 1811, her son came out from the neighborhood of Donaldsonville, where she lived, with Walker Gilbert, a surveyor, to the house of my father, where I was then residing, about three quarters of a mile or more from the edge of the high prairie. They came in the evening, and remained all night at my father's house. Before starting next morning to make the survey, at the request of the surveyor, I made six cypress posts, for the purpose of planting them as boundaries. We went to the high prairie that morning, at the place where the Galvezton road passes; Mr. Lecompte, the son of Mad'e Judice, then asked me which way the good land laid; I told him the only way was to run towards the south, towards the river, or to the eastward; but I gave it as my opinion that if he should run southwardly, towards the river, he would be obliged to begin further at the north, and then take in some low swamp land, so that he might not interfere with the grants on the river. He then told the surveyor to begin at the place where we were, and to run it an east course, towards New river. When we first arrived on the prairie, Lecompte said his title called for twenty arpens front, by forty arpens deep, running in any direction he pleased. When the surveyor was about to run the survey eastwardly, I mentioned to Lecompte that I understood that the Allains or Cundans had a claim to some land about this place; he replied that he knew it, but that his was the oldest title, and theirs

was to be by his, and he did not care any thing about them. I told him that they claimed the east end of the prairie, by general reputation; to which he replied, that they were to take his after he had taken his tract. After this conversation, Lecompte directed the surveyor to run his tract eastwardly. The surveyor then began at a little below the south end of the prairie, and then planted two posts—one at a corner, and another about one arpent westwardly of it.

I carried the chain for the surveyor. He directed me where to put the posts, and I put them agreeably to his directions. He next run out a front of ten arpens, and there planted two more posts in the same manner—one eastwardly of the other, at about the same distance. He then went on ten arpens more, in a northwardly course from the first post planted, and at the end of these ten arpens planted two more posts, one eastwardly of the other, and at about the same distance as the others were from each other. The tract had been then divided that I might take one-half of the whole 800 arpens. Lecompte told me I might have choice of either half.

The price I had agreed upon for one half of the tract was eight hundred dollars; at a credit of one, two, and three years. We remained on the ground about three hours, and then went off all together. The surveyor run no other lines, nor planted no other posts than the six above mentioned, at that time, nor any other time afterwards, to the knowledge of the witness.

Lecompte and the surveyor left the same day; and the surveyor told him to come down to Donaldsonville, in a few days, and he would make him a plat of this survey. Nothing was then done about the purchase. In a short time afterwards the Allains came out from the neighborhood of the Manchac church, as I was informed, and run out the lines of the tract in part by them claimed. In passing along the tract a short time afterwards, I perceived myself that some persons had been running a line, from the straightness of it. I was on the road leading to Galvezton when I discovered this. I went then northwardly, and discovered a corner tree, a part out, called by some a white oak. This tree was marked with a cross and three chops on the south side, and also on the east side. The marks appeared to be old at that time; there were no new marks on it. I found this was the corner of the land, and went no further northwardly.

This tree was at about a distance of one hundred and twenty, or one hundred and fifty yards, from the Galveztown road, immediately almost at the foot of the prairie, and north of the road, and on the north side of the prairie. I then rode on my horse, along the line southwardly, until I came to New river, which I was not able to cross with my horse. After passing through the prairie southwardly, I came to some timber land, and there, on the line, I discovered some trees marked with apparently old marks. A few days afterwards, I passed along the line to the south of New river on foot,

over a large log, which had fallen across the New river. I followed the line until it makes a right angle to the west. I followed the line westwardly, until it made a right angle to the south. I followed it then until it came to a corner post, from which the line appeared to run eastwardly; but I followed it no further. I lived in the neighborhood for six or seven years afterwards, and had occasion frequently to pass along the same lines, especially as I passed along it with others, as a hunting path.

I have frequently during this time been on the same mound where Mr. Tillotson now lives, it is on the same tract called then the Allain tract, or the Comeau tract. Mr. Tillotson, the def't., is now settled on the same tract, and has dwelling house, sugar house, and other buildings *are* on it.

While I remained in this neighborhood, this tract of Allain's, known by general reputation as their land, was considered as in the parish of Iberville. I myself was assessed in the parish of Iberville, and paid taxes to the sheriff of that parish; this was while I resided on the back of New river, at the place where Mr. Newton Moore now resides.

I rode by the oak tree on the north-east corner of this tract on Saturday last, the 8th of this month, June, 1839. I recognised it to be the same tree, with the marks therein, which I saw in the year eighteen hundred and eleven. I think and believe so.

Cross Examined.

Deponent lived on the north side of New river when he was taxed, in the parish of Iberville, and he thinks it was in 1814, 1815, or 1816. He first came to his father's in 1809 or 1810, who was settled about three-quarters of a mile from the High Prairie, in a south-western direction towards the river.

Deponent in following the lines surveyed by the Allains, saw no old marks south of New river. The survey was made by a man named Notary, who lived in the neighborhood.

Deponent has surveyed a good deal with Gilmore and Roberts, in surveying Spanish titles, and rarely found more than the corner tree at the beginning of the survey.

Deponent does not recollect that there was any settlement on the Laurel ridge when he left New river, which was in 1819 or 1820. There was a small prairie where his father lived, it was called Breand's Camp; Breand's Bayou was still further west, and nearer the church. Dr. Jeremiah Pritchard went to live on the Allains tract, on the prairie, near Galveztown road, about the year 1818, and worked and built on the place, cultivating it also. I knew him to be there more than a year.

(Signed) R. H. BURNETT.

Depositions taken in the parish of Ascension, State of Louisiana, in a cause depending in the court of the United States for the

eastern district of Louisiana, wherein John Minor is plaintiff, and Tillotson and Pritchard are defendants; said depositions taken by virtue of a commission, issued from the said court, directed to me, Edward Duffel, judge of the aforesaid parish of Ascension, Louisiana, dated the 25th day of September, A. D. 1828, 53d of American independence, at New Orleans, which commission is hereunto annexed.

John Cling, of this parish, witness, duly sworn on the part of the plaintiff, deposes and says: that he is sixty-odd years of age; that he has been living in the parish of Ascension more than forty years; that he knows Lewis Lecompte for several years past; and that he knew Pierre Lecompte, the brother of the said Lewis Lecompte; that Lewis Lecompte owned a tract of land near and in the neighborhood of the land of the deponent's father, about two miles distant in the parish of Ascension; that Lewis Lecompte died in the parish of Iberville about forty years ago, leaving his brother Pierre Lecompte living; and that he never knew that Lewis Lecompte had any other relation or heir, than his brother Pierre; that said Pierre Lecompte took possession of the estate of his deceased brother Lewis, and held it and occupied it until his, the said Pierre's death; that shortly after the death of Lewis, Pierre married Marie Rossicot, in the parish of Ascension, and lived with her, and she with him, as man and wife, until his, the said Pierre's death, which happened about three or four years after the marriage of said Pierre with the said Marie Rossicot. That the said Pierre Lecompte and hissaid wife had a son during their marriage, called Pierre Lecompte; that the said son, Pierre Lecompte, died about five or six years ago, leaving his mother, Marie Lecompte, living; that the said Pierre Lecompte, jun., had no child or descendant living at his death, to the deponent's knowledge; that the mother took possession of her son's estate, and that this the deponent knows, because she, the said Mad'e. Lecompte, who was then widow Louis Judice, paid to deponent a debt due to him, said deponent, by the said Pierre Lecompte, her son, deceased; that the said Mad'e. Lecompte had married, about eighteen months or two years after her first husband's death, one Louis Judice, and that the above payment was made after the death of her second husband, and in her widowhood; that the payment was made to him, the deponent, four years past last March; that she got the money, with which she made the said payment, from Philip Minor, the agent of John Minor; and that deponent saw the said Philip Minor pay the said widow Louis Judice, the sum of fifteen hundred dollars, which he understood was for the price of a tract of land, known by the name of High Prairie, (Prairie Haute,) which said tract of land was then owned and possessed by *by* her, said widow Louis Judice. That she had, as the deponent understood from the family of the Lecompte, and the neighbors, a title to that land from her first husband, Pierre Lecompte, and her son Pierre Lecompte, junior.

Deponent further says, that the line of the tract called High Prairie, (Prairie Haute,) which crosses the Galveztown road near the north-west corner of the said tract of land, runs nearly north, as deponent believes; and that about thirty-nine or forty years ago, this deponent passed along the said line, and saw one boundary post standing at the south-west corner, and two other posts about the middle, and one or two boundary posts at the north-west corner, at some distance beyond the place where the Galveztown road crossed the said line, and in the low ground beyond the hedge of the prairie. The deponent looked down the two middle posts, and they seemed to him to run in the direction of the sun rising: it was then winter time. That he heard, before he ever saw the posts, that the tract was divided into two parts; one of the two middle posts seemed to be on the line, and the other middle post in the direction of the sun rising in the winter time; and these two middle posts were [on] the prairie, near the hedge of it. Deponent says that the Galveztown road at the time ran through the north-west corner of the said tract of land, and of the prairie. That a man by the name of Beard lives, and has for a good many years back lived, on the south-east corner of the said tract called High Prairie. That it *is* about five years ago when deponent first saw the house where Beard lives, and that there were at that time about the houses some peach trees, which he considered to be then about five [ ] old. The deponent says that he saw other posts standing in lands in the neighborhood, said to belong to Allain's family, which said posts stood at some distance north of the north-west corner of the Lewis Lecompte's tract, and north of the High Prairie—what distance from the said north-west corner of Lecompte's tract, he does not remember; and that he understood that Allain had posts there; and from the reputation of the neighborhood, and from old people, he heard that Allain's land lay north of High Prairie.

Deponent further says, that at the time Lewis Lecompte obtained the grant of the High Prairie, which grant was formerly called the Requête, deponent's father, and others of his neighbors who had lands lying in front of the river, were afraid that Lewis Lecompte's tract, called the Requête, would interfere with their double concessions, which caused a good deal of talk in the neighborhood, and made the deponent pay attention to the course of the lines of Lecompte's Requête, particularly that crossing the Galveztown road and the middle lines. Deponent says that it was reported in the neighborhood, that a line had been run from the river to the distance of three miles by Lewis Lecompte; that deponent saw some marks of such a line in the woods, and that it was reported that the said line did not reach up to the prairie.

Deponent further says, that he saw a line run for Baptiste Allain about eight years ago; it appeared to the deponent to run north and south, and, by the course it went, it must have run through

Lecompte's Requête; and that he heard the line was run by a man called Notary. And further he says not.

his
JOHN ✕ CLING.
mark.

AD. SEGHERS, witness to the mark.

Sworn to and subscribed before me, this 19th March, 1839.
EDWARD DUFFEL,
Parish Judge.

Alexander Brand, of the parish of Ascension, a witness on the part of the plaintiff, having been duly sworn by me, Edward Duffel, judge as aforesaid, deposes and says: That he is about forty-three years of age, and has always lived in said parish. That he knew Marie Rossicot, widow Louis Judice, and Pierre Lecompte, jun'r, and knew, from the reputation of the neighborhood, that she had been married to one Pierre Lecompte, deceased, the father of Pierre Lecompte, junior, and was told so by several persons that assisted at the marriage. That when he knew her first, she was the wife of Louis Judice, her second husband. Deponent says that he knows of no other child born of her from her first husband, than Pierre Lecompte, junior. That Pierre Lecompte, junior, died five or six years ago without issue, leaving his mother, widow Louis Judice, living. And further deponent says not.

(Signed) ALEXANDER BRAND.

Sworn to and subscribed before me, this 19th day of May, 1829.
EDWARD DUFFEL,
Parish Judge.

Ambrose Bridges, of the parish of Ascension, a witness on the part of the plaintiff, having been duly sworn by me, the aforesaid judge, deposes and says: That he is about thirty-two years of age, and has resided about twelve years in the parish of Ascension. That about the 20th of September, 1824, he was present, and chain carrier on a survey or tract of land made then and there by Robert Loyd, deputy surveyor of the United States, which said tract of land belongs to John Minor, and was said to be granted to him by the confirmation of the United States, called the double concession, and lying in the rear of his front tracts, being in the parish of Ascension; and that he was also present, and chain carrier on another survey of another tract belonging to the same Minor, on the west and adjoining the first tract first surveyed—which second survey was made afterwards by the same surveyor. That since the last survey, the deponent has seen a boundary line run across both the tracts above mentioned, made by Tillotson, crossing from the west to the east, nearly over both said tracts contained in the first

and second surveys made as aforesaid. That said Tillotson has built a dwelling-house and other houses within the lines of the two surveys above mentioned. Deponent understood from the surveyor, Robert Loyd, that the two surveys contained the land called the double concession, or the pre-emption right granted by the United States to John Minor, and lying in the rear of and adjoining to the said John Minor's front tracts. Deponent says that Tillotson has cleared and fenced in about twenty-five acres within the lines of the two surveys above mentioned. That last winter, when the deponent last saw the place, a new clearing had been commenced outside of Tillotson's fence, and within the two lines of the two surveys made by Loyd, containing about four or five acres, more or less. That the encroachments and trespasses are made near the upper or western line of the said double concession of John Minor. That the houses of Tillotson stand within about an acre and a half, or two acres, of the back line of the double concession; and that the land cleared by Tillotson, within the lines aforesaid, extends towards the river Mississippi, and that both the said houses and cleared lands are within the lines of Minor's double concession. And he further says, that when he carried the chain at the time of making the two above surveys, neither Mr. Tillotson nor any other person had made any improvements on the said lands where the said houses and cleared lands now appear; but that the places on which the said houses and cleared lands now are, were then woods and cane brakes only. That in the year eighteen hundred and twenty-five or twenty-six, he first saw Tillotson and Pritchard clearing the land, and making improvements, within the lines of John Minor.

Deponent further says, that in the fall of 1824, he was present, and chain carrier in the survey of a tract of land called (Prairie Haute) or High Prairie, made by Robert Lloyd, deputy surveyor of the United States, at the instance of and for John Minor; that in making the survey, the deponent saw, on the southwest corner of the said tract, at the beginning, two old posts standing, and thence running north, ten degrees east; at about ten arpens, he saw another old post standing, and thence continuing on the same line, and crossing the Galvezton road, till he came to another post about ten arpens further on, at the northwest corner, which post, he said, is on the low lands, in the hedge of the woods, and distant about four arpens northwest of the prairie. Then they surveyed the two sider lines, each forty arpens deep, to the back line, in a direction nearly east.

The deponent says, he saw within the lower line, about half way of the distance from the front line down, a little house and field fenced in, which he had seen there about three years before this survey was made; that he had been, previous to those three years, in that neighborhood, and had not noticed then the said house and field.

The deponent said he saw, at the time of the survey, and a year before, some peach trees about the house, which he considered to be about three years old. The name of the man who lived in the house, and still holds possession of the field, is Francis Jones.

Deponent says, that near the back line, at or near the southeast corner of the tract called High Prairie, he saw about eight years ago, perhaps a longer time since, a man named Hyram Beard, living in a small house with a field fenced in, containing about fifteen acres, which field and house were within the High Prairie tract belonging to John Minor, which tract was afterwards surveyed as aforesaid, in his presence, by Robert Loyd; that he saw some peach trees growing about the house, which had been planted perhaps a year when he first saw them; that the said Beard continued to live there from the first time he saw him, till the survey, and still lives there. That in the southeast corner, and on the back line, deponent saw a small clearing fenced in, about three acres, without any house. That Sarah Vanor occupied the said clearing, , about six years ago, and continued to occupy the same till two years past. That about half way on the upper line, and north side of the tract, and within the tract, he saw, about eight or nine years ago, a small house and field fenced in, held by one John Sides, who lives there, and has continued his settlement there to this day.

The deponent says, that about seven or eight years ago, Pierre Lecompte, jr., in company with Mr. William S. Stanbury and another man, (he thinks Edward Hampton,) came to deponent, and said deponent showed them the shortest way to the High Prairie. That Pierre Lecompte, jr., told him, the deponent, he was going to stop the different persons on the land from committing trespasses thereon, and intended to sell it to Stansbury, or the other that accompanied him. That about the year 1825, in the spring, he accompanied Philip Minor, agent of John Minor, to the High Prairie, for the purpose of forbidding Pritchard and Tillotson from cutting timber and committing trespasses on the said land.

And further he says not.

(Signed) AMBROSE BRIDGES.

Sworn to and subscribed before me, this 19th day of May, 1829.

EDWARD DUFFEL,
Parish Judge.

John Baptiste Cling, of this parish, a witness on the part of the plaintiff, having been duly sworn by me, the aforesaid judge, deposes and says: that he is about twenty-four years of age, was born and bred in the parish of Ascension, and still resides in said parish; that he lives with his father, and that his father's plantation is bounded on the lower and back lines by the lands claimed by Tillotson and Pritchard. That about the latter end of January last past, Mr. Allison, the surveyor appointed by the court of the United States for the purpose of making a survey of the lands in dis-

pute, surveyed the line from the Mississippi river, running back down John Minor's plantation, to forty arpens deep from the river; thence in a direct line to a line made by the same surveyor for Mr. Tillotson, purporting to be a boundary line of the land claimed by the said Tillotson and Pritchard, which last distance was from six to eight arpens from the end of the forty arpens, to the corner of Tillotson and Pritchard's line, and making together, from the river to Tillotson and Pritchard's line, forty-six to forty-eight arpens. Deponent says, that if the said distances be not less, it cannot be more than forty-eight arpens. Deponent says he was chain carrier for the survey of the above line. That the surveyor and deponent measured another line from the Mississippi river, running down the boundary between John Anderson and John Minor, till they touched the line made by the same surveyor for Tillotson and Pritchard, purporting to be a boundary line of the lands claimed by said Tillotson and Pritchard; and that the length of the line from the river Mississippi, to where it touched Tillotson and Pritchard's line, was about sixty-five arpens; and that the deponent was chain carrier in measuring the latter line. And further the deponent says not.

his
JOHN BAP. X CLING.
mark.

Witness:
AD. SEGHERS.

Sworn to and subscribed before me, this 19th May, 1839.
EDWARD DUFFEL,
Parish Judge.

I, Edward Duffel, parish judge in and for the parish of Ascension, State of Louisiana, do hereby certify *that* the foregoing to be all the testimony taken down on the part of the plaintiff, by virtue of the annexed commission, first above mentioned; said testimony given by John Cling, Alexander Brand, Ambrose Bridges, and John Baptiste Cling, witnesses on the part of the plaintiff, all, and each of them, duly sworn according to law. The defendants, Tillotson and Pritchard, have been served, according to law, with a notice addressed to them jointly and severally, and the said notice was left at the domicile of Shubal Tillotson, (who lives about five miles from my office,) at about ten o'clock yesterday morning, 18th May instant. And Elijah Prentice has appeared before me, and certified the service of the said notice as abovementioned. The said Elijah Prentice is about thirty years of age, and is living at defendant's domicile. The said defendants, Tillotson and Pritchard, have not appeared, though I kept my office, and the examination of the witnesses, open till six o'clock, P. M.

Thus done and closed, at the parish of Ascension, on this day, nineteenth of May, eighteen hundred and twenty-nine, in the fifty-third year of American independence.

Witness my hand and seal of office, on the said day, month, and year.

Elijah Prentice has hereunto affixed his signature, in acknowledgment of the service of the notice to Tillotson and Pritchard.

(Signed) ELIJAH PRENTIS,
EDWARD DUFFEL,
Parish Judge.

MINOR
vs.
TILLOTSON.

CIRCUIT COURT, U. S.,
Eastern District of Louisiana.

Isa Babin, a witness sworn on the part of the defendant, deposes and says: he is fifty-seven years old, and has always resided in the neighborhood of the land in controversy, in district , and has lived on the tract of land now claimed by the defendant Tillotson; this was about thirty-six years ago, when he built a small house on the land, near to the oak tree near the prairie. The house was built on a part of the prairie, on the tract of land itself. The oak has always been considered as the corner tree of this tract of land. Shortly afterwards, Mr. Como, who had married the widow of J. B. Allain, informed him that the land belonged to the heirs of J. B. Allain, he made no difficulty about it, and recognised their rights, and left the land. The house was left standing, and was afterwards burnt down by the Indians. When he went on to the land, he did not know that the land belonged to any one; but ever since he was informed to the contrary, he has considered the land as that of the survey of J. B. Allain.

About three years ago, he saw the same oak tree still standing, and knows it to be the same he saw thirty-six years ago.

Cross examined.

He was born near the church of St. Gabriel. In early times a road passed from the church to Galveztown. About three miles from the river, it passed over the Bayou Breaux. There were on the bayou, small prairies called the Prairie Breaux, the road passed over the Prairie Breaux. It was three miles from the Prairie Breaux to the place where he built his house.

When he went there, there was no appearance of a settlement having been made; at the place Como showed him, a white oak as the corner of his land, the white oak was about thirty feet on the north side of the road, and on the low ground. He saw no posts there. Como did not build a house there to his knowledge. The house he built was on the road, two arpens nearer the church than the oak tree shown him as the corner, and Como said his house was

on the tract of the Allains; in consequence of which, he abandoned the place. His house was on the left side of the road going to Galveztown, that is, on the north side, about fifty feet from the road. The land shown him by Mr. Como, was nearer the church than the white oak.

There were two roads, both on the same side of the house; this house was about twelve feet by fifteen feet in size, made of rails and covered with praux. The pen or enclosure was about one hundred feet square. No other person resided in the house after I left, to my knowlege, with the permission of Como. Witness resided there only about fifteen days. There were two or three prairies near the Bayou Braux, which were called the Prairie Braux. The land of the Prairie Braux is very low, and frequently overflowed by the river Amite.

ISAAC BABIN.

Sworn to and subscribed before me, this 21st May, 1834,
D. N. HENNEN, *Clerk.*

Depositions taken in the parish of Ascension, State of Louisiana, in a cause depending in the court of the United States for the eastern district of Louisiana, wherein John Minor is plaintiff, and Tillotson and Pritchard are defendants; said depositions taken by consent of both parties, and in their presence.

Joseph Brand, of the parish of Iberville, in this State, having been by me duly sworn, deposes and says: That he has been sixty odd years in this country, and that he is about seventy-seven years old; that he knew Louis Lecompte more than forty-five years ago; that, about forty years ago, he went with him to the Prairie Haute; that, when he was there, he pointed out to him a tree in the prairie, at about three arpents from the edge, or commencement, or rising of the high land as they came on the Galveztown road, and said that tree was the boundary between him and Baptiste Allain, that his land lay south of the tree, and Baptiste Allain's lay north; he said that, some days ago, he went to the spot where the tree stood, and he did not find it.

Deponent further says, that tract of land has always been known under the name of the High Prairie, (Prairie Haute;) he says that the land now belonging to Frazer once belonged to Louis Lecompte; he says that the land now owned by widow Donat Ebert was conceded to Firmin Guedry by the Spanish Government; that deponent never heard that L. Lecompte ran any lines; that sometimes the tract of land above mentioned was called Louis Lecompte's prairie, but that it generally went by the name of High Prairie; that he never heard of the Prairie Brand, but has often heard of the Bayou Brand; that he knows where is the said bayou, but does not know of any such prairie.

The above answers were made to interrogatories propounded by the plaintiff.

Being then cross examined by the defendants, and asked where the Bayou Brand derived its name, he says, the Bayou Brand was so called because it ran nearer to the side of the cut off, where the Brand family lived, or the island side, than to the other side of the church.

Deponent further says, that, when he went with Louis Lecompte to the tract above mentioned, he thinks that Louis Lecompte had not had the land by concession for more than a year or two, more or less. Louis Lecompte told him then that he did not know where the tree would run; he, Louis Lecompte, thought it would be towards the rising sun; that Louis Lecompte told him that part of the prairie belonged to Baptiste Allain, to wit, the part lying north of the tree above mentioned; that he never heard that the said tract had been surveyed when he went on the spot with Louis Lecompte; that Louis Lecompte told him he had obtained the land by concession, but never told him whether he had only a requête or a more complete title; that deponent believes that the High Prairie belonged forty years ago to either Iberville or Galveztown district.

And deponent says not.

JOSEPH BRAND.

Sworn to and subscribed before me, parish of Ascension, 2d February, 1830.

EDWARD DUFFEL,
Parish judge.

I, Edward Duffel, parish judge in and for the parish of Ascension, State of Louisiana, do hereby certify the foregoing to be all the testimony taken down by consent of both parties, said testimony given by Joseph Brand.

Thus done and closed, at the parish of Ascension, on this day, the second of February, eighteen hundred and thirty, in the fifty-fourth year of the independence of the United States of America.

Witness my hand and seal of office on the said day. Philip Minor on the part of the plaintiff, and Shubal Tillotson for the defendants, have signed with me.

(Signed) EDWARD DUFFEL,
Parish judge.

(Signed) PHILIP MINOR,
SHUBAL TILLOTSON.

MINOR, }
vs. }
TILLOTSON. }

Circuit Court United States, eastern district of Louisiana.

Pierre Babin, a witness for the defendant, being duly sworn, doth depose and say: That he was fifty-four years old on the 15th day

of May, 1839, and has lived in the neighborhood of the land claimed by the defendant, Tillotson. It has always been considered and acknowledged as the tract of land belonging to the heirs of J. B. Allain; about 25 or 30 years ago he resided in the woods, within two miles of this tract of land. He remembers the oak tree, the corner tree, near the prairie, on the northern part of this tract of land, ever since he can remember any thing. He saw it about two years ago, and knows it to be the same tree, always stated to be, and recognised as the corner tree *tree* of the tract of J. B. Allain. He has often gone round the lines, and remarked and recognised the lines of the tract. The lines are the same as those now existing; and they cross New river, and run from New river towards the river Mississippi.

Cross Examined.

Deponent lived on the Galveztown road, about nine miles from the Manchac church. In going to the church he first passed the Prairie Haute claimed by defendants, and after two miles they pass the Prairie Long, which is about a mile in length; and then, after five or six arpens, they come to the Bayou Breaux; from thence it is about three miles to the river, by the road. From where he lived, on the Galveztown road, it was three miles to New river. Witness was not employed by any surveyor, or the Allains, to go round their tract of land, and examine the lines, but went himself without any object. The oak and post both were to the left-hand side of the road as they went from the church to Galveztown. It was a white oak; it was close to the road, about two steps from it; and the post was about one hundred yards from the road, just on the bluff; both on the left of the road going to Galveztown. Como built a house there, about 300 yards from the post towards Galveztown, on the road. He never heard of Lecompte's claim.

The house built by Comeau was towards the river, and not towards Galveztown. This existed for a month or two only, and was afterwards burnt down. He has never been called on as a witness in land claims, before any judge in the neighborhood.

(Signed) PIERRE BABIN.

Sworn to before me, this 21st May, 1839.

D. N. HENNEN, *Clerk.*

Wm. H. Cobb, a surveyor of the United States, being sworn, doth depose and say: That he run the upper line of the Houmas claim of land, in 1836, by order of the Surveyor General, filed. He followed the lines marked by posts, and on trees, from the Mississippi river to the Manchac, and referred to the former surveys, in the Surveyor General's office. The upper line of said claim includes the whole of the back concession to John Minor's plantation.

Cross Examination.

It run a distance of sixteen miles and upwards, and came to the Iberville river, or Manchac bayou. It passed through many plantations on the river, and in places came within ten acres of the river. The line run was north, forty — degrees 30 minutes, by my compass; variation, eight degrees and fifty-five minutes. (North 40 degrees 30 minutes west;) variation, (8 degrees 55 minutes.)

MINOR, vs. TILLOTSON. } U. S. CIRCUIT COURT.

Isaac G. Gibson, a witness for the plaintiff, being duly sworn, doth depose and say: That he is well acquainted with said river, having lived during the last five years on plaintiff's plantation. The size of New river, about where Mr. Tillotson's lines now cross it, is about sixty feet wide. From the level of the surface of the ground to the bottom of the bayou is about nine feet; after heavy rains the water in it is six or seven feet deep. It runs down in a few days. Deponent crossed about two miles below the land in dispute a few days ago, at Mrs. Roach's; the remaining water was about four feet wide and three inches deep; but above and below, in holes, it was deep. Last year it was dry at that place for some months; witness knows the fact because he had a place on that spot—his land running across it. This bayou is the same in size as the drains generally running out from the Mississippi. Should he come across it, without knowing what it was, he would take it for one of the drains from the Mississippi. In the summer time this cannot be called a running stream, as in the shallow places it is often entirely dry near the land in controversy. He has seen it in winter but a few inches deep.

Cross Examination.

I have known it to be about 5 or six feet deep in rainy seasons.

(Signed) ISAAC G. GIBSON.

Sworn to before me, this 21st May, 1839.

(Signed) DUNCAN N. HENNEN, *Clerk.*

MINOR, vs. TILLOTSON. } U. S. CIRCUIT COURT, *9th Circuit, East. Dist. of La.*

The township containing the claim now owned by Tillotson, and that of Madame Judice, was surveyed by John Gilmore, a deputy surveyor, who is now dead. This township was surveyed while I had charge of the office of principal deputy surveyor, and approved by me; but in approving of the township survey it was not understood that I approved of the location of all the claims in the township, for no evidence, either of or of location, was ever before

me; and on examination of the survey of Walker Gilbert, of the Judice claim, I find that Gilmore changed its location, removing it more than a mile. The survey made by Allison shows the location, I think, as Gilbert made it; but I should think that the claim of Tillotson was much too near the river, according to the grant, being about one league—unless it be fully established that the Spanish surveyor did locate the claim on the very ground that it now occupies; and if he did locate it on the ground that it now occupies, it was not in conformity to the grant, as that called to be located on the Galveztown road; and the only road then from the river to Galveztown was the one that left the river at the church; and had it been located on that road it would be very far from the place that it now occupies.

(Signed) A. F. RIGHTON.

Cross Examination.

One of the roads to Galveztown passes over the land of Tillotson, as he now occupies it. Witness was never out on the tract of land of the defendant before the year 1834 or 1833. The age of witness is forty-one. Witness knows nothing about the old road from the church to Galveztown by himself, it is all from information. Answering to the survey of L. Trudeau, among the papers of the suit, the lands of Louis Lecompte must be to the westward of the lands of Allison. To be governed by the survey of L. Trudeau, no part of the tract of land of Louis Lecompte could be located to the east of J. B. Allain's survey. Witness never went around the land of Tillotson, to survey it, or find out the old marks. Mr. Gilmore was the U. S. surveyor, and employed for the survey of these lands.

(Signed) A. F. RIGHTON.

Sworn to and subscribed before me, this 28th day of May, 1839.

(Signed) DUNCAN N. HENNEN, *Clerk.*

MINOR, *vs.* TILLOTSON. } U. S. CIRCUIT COURT, *East. Dist. of La.*

Jeremiah Pritchard, a witness for the defendant, being duly sworn, doth depose and say: That he is well acquainted with the plantation on which the defendant resides, and now the subject of this suit. That he considers the value of the improvements now existing on the place, put by the defendant, at least twenty-five thousand dollars, ($25,000.) In 1818, he became acquainted with the tract of land claimed by the defendant; he then traced it out, and found the lines distinctly marked, agreeably to the Spanish survey, on the grant of J. B. Allain, and they are the same as now claimed by the defendant. The oak tree at the northwest corner was then seen and recognised by him; and has been seen frequently since by him, and was still standing a few years ago. A considerable part of the tract

was traced out, and the marks easily and distinctly seen and recognised by him.

Cross Examined.

He owned the land at that period. A great many of the trees had two sets of marks on.

(Signed) J. PRITCHARD.

Sworn to before me, this 21st May, 1839.

(Signed) D. N. HENNEN, *Clerk.*

MINOR *vs.* TILLOTSON. } U. S. CIRCUIT COURT, &c.

Grant A. Alexander, a witness for the plaintiff, being duly sworn, deposeth and saith: that he has lately examined the road leading from the Manchac church on the Mississippi river to Galveztown, and in his opinion the distance from the church to Brand's bayou, where that road crosses it, is three and a half miles. He thinks the distance from Bayou Brand to Prairie Long by way of the road is over four hundred yards, and the distance between them, where they approach nearest each other, is from one hundred and fifty to two hundred yards. He thinks Prairie Long contains from 60 to 70 acres; part of it has a small growth of timber upon it. He considers the land at Prairie Long arable and fit for cultivation. He has travelled this road often when the Amite river was high, and never found back water on any part of it. He thinks the distance from Manchac church to the north end of High Prairie is six miles. He is a practical surveyor, and is well acquainted with New river, having done a great deal of surveying in its neighborhood; and he says, if he were to come across it without knowing what bayou it was, he should regard it as one of the ordinary bayous or drains leading out from the Mississippi at almost every bend. It is now dry from several miles below Mr. Tillotson's, with the exception of holes.

(Signed) G. A. ALEXANDER.

Sworn and subscribed to before me, this 14th June, A. D. 1839.

(Signed) DUNCAN N. HENNEN, *Clerk.*
By L. C. HORNSBY, *D. Clerk.*

No cross examination.

(Signed) ALFRED HENNEN.

U. S. CIRCUIT COURT,
Eastern District of Louisiana.

MINOR *vs.* TILLOTSON. }

Bernard Allain, a witness for the defendant, being duly sworn, doth depose and say:

That he is a son of John Baptiste Allain, to whom the tract of land where the defendant now resides was originally granted; he will be fifty years of age on the 8th September next, 1839. Since he was fourteen or fifteen years of age, he has been in the habit of passing over a part of this tract of land by the road which leads to Galveztown, which road runs over a part of the tract of land. There were two different roads, one passed a little north of the tract and did not go over the prairie; the second passed to the south of the [tract], and about one arpent distant from it, and run over the prairie and over a part of this tract of land; he has often seen the marks on the trees of the lines of the lands as he passed along the road running over the land; he remembers one of the corner trees near the road since the age of fifteen years, or thereabouts; it was an oak tree—which he has seen and recognised for years afterwards. About twenty-five years ago he went with the late Mr. Nantry to retrace the lines of the tract of land granted to his father. He run the *the* most northern line of the tract six arpens in length, then run southwardly. Before crossing New River he came to a cypress tree, which had been very much cut on one side for the purpose of opening a straight line, when he remarked, that the survey must have been made by very careful persons, as they had taken so much pains; he continued the survey until he came to the most southerly line, which runs eastwardly and westwardly. The marks on the trees were discovered all along the line. He believes firmly that they were the same of the Spanish survey. This tract of land was always recognised and considered by the neighborhood as the property of the heirs of J. B. Allain—no one disputed the right. The part of the land where Mr. Tillotson now resides is quite high, and has been never overflowed by any high water—and there is a high ridge of land passing through the tract where there is much laurel growing. The tract of land above mentioned as the land of J. B. Allain is to the south of the corner tree, an oak, as described above. The laurel ridge runs on the southern part of the tract, the only one which he knows of in the neighborhood.

Cross examined.

Witness says his father was born a mile below the church; there was a road from the church to Galveztown. It is about three miles from the church from the Bayou Brand; it is about half way to Mr. Tillotson's land on the road which is about six or seven miles from the church. After passing the Bayou Brand you immediately come to a prairie called Prairie Brand; it is more than six arpens long, and two or three wide, and the Galveztown road passes directly over it. The Prairie Long and the Prairie Brand are the same thing. His father never made any establishment on his concession.

My father died when I was only eighteen months old. The Prairie Haute is high land. The Prairie Brand is low land, and is overflowed by the back and high water of the Amite.

I cannot say exactly what is the distance between the Prairie Breaux and the Prairie Haute—there may be a few arpens.

(Signed) BERNARD ALLAIN.

Sworn to before me, this 21 May, 1839.

(Signed) DUNCAN N. HENNEN, *Clerk.*

I, the undersigned, S. Tillotson, do hereby release Bernard Allain, whose deposition is within written, from liability on his warranty; also Jeremiah Pritchard, from whom I bought, &c.

(Signed) SHUBAL TILLOTSON.

N. O., 13th June, 1839.

CLERK'S OFFICE, CIRCUIT COURT U. S., 9TH CIRCUIT,
Eastern District of Louisiana.

I, Duncan N. Hennen, clerk of the Circuit Court of the United States in and for the eastern district of Louisiana, do hereby certify that the foregoing two hundred and forty-six pages contain a full, faithful, and true transcript of the records, proceedings, together with all the evidence, maps, adduced on the trial of the case of William J. Minor and wife vs. Shubal Tillotson, No. 71 of the docket, so far as the same now remains on file in this office.

I further certify, that the entries on the records of the proceedings of the district court, while acting herein as a circuit court, to wit, the entries anterior to the 1st April, 1837, being embodied with the records of said district court, and being now in the possession of the clerk of the district court, are certified by me as conformable to a printed copy of said entries of record, being the record printed by order of the Supreme Court in the case aforesaid.

Witness my hand and the seal of the said court, at the [L. S.] city of New Orleans, this 21st day of February, 1842, and 66th year of American independence.

DUNCAN N. HENNEN, *Clerk.*

I, Theo. H. McCaleb, judge of the District Court U. S., for the eastern district of Louisiana, and one of the judges of the Circuit Court of the U. S., of the eastern district of Louisiana, do hereby certify that Duncan N. Hennen is the clerk of the Circuit Court U. S., for the ninth circuit and eastern district of Louisiana, and that due faith and credit are due to his acts as such.

Witness my hand and seal, this 21st day of February, 1842.

THEO. H. McCALEB, [L. S.]
U. S. Judge.

UNITED STATES OF AMERICA, *ss.*

The President of the United States to the honorable the judges of the Circuit Court of the United States for the ninth circuit and eastern district of Louisiana, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea, which is in the said circuit court before you,

or some of you, between William J. Minor and his wife Catherine Minor, of the State of Mississippi, plaintiffs, and Shubal Tillotson, of the State of Louisiana, defendant, a manifest error hath happened to the great damage of the said William J. Minor and Catherine his wife, as by their complaint appears. We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the second Monday of January next, in the said supreme court to be then and there held. That the record and proceedings aforesaid being inspected, the said supreme court may cause further to be done therein, to correct that error, what of right, and according to the laws and customs of the United States, should be done.

Witness the honorable Roger B. Taney, Chief Justice of the said Supreme Court, this second Monday of January, in the year of our Lord one thousand eight hundred and forty-one.

[L. S.]

THEO. H. McCALEB,
U. S. Judge.

A copy of the above writ of error, lodged in the clerk's office of the court aforesaid, on the 9th December, 1841, by John C. Larne, Esq., attorney for plaintiffs.

DUNCAN N. HENNEN, *Clerk.*

The United States of America, to Shubal Tillotson, greeting:

You are hereby cited and admonished to be and appear at the Supreme Court of the United States, to be holden at Washington on the second Monday of January next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the ninth circuit, in and for the eastern district of Louisiana, wherein William J. Minor is plaintiff in error, and you are defendant in error, to show cause, if any there be, why the judgment rendered against the plaintiff in error, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, at the city of New Orleans, this ninth day of December, in the year of our Lord one thousand eight hundred and forty-one.

[L. S.]

THEO. H. McCALEB,
U. S. judge.